

भारत का राजपत्र

The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

साप्ताहिक
WEEKLY

सं. 32।
No. 32।

नई दिल्ली, अगस्त 5—अगस्त 11, 2012, शनिवार/श्रावण 14—श्रावण 20, 1934
NEW DELHI, AUGUST 5—AUGUST 11, 2012, SATURDAY/SHRAVANA 14—SHRAVANA 20, 1934

जब में बिना पुस्त संख्या दी जाती है जिससे कि वह पुस्त संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सचिविक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

जनशक्ति, लोक सेवा आयोग तथा पेंशन मंत्रालय
(जनशक्ति और प्रशिक्षण विभाग)
नई दिल्ली, 1 अगस्त, 2012

दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार
का विस्तार सम्पूर्ण राजस्थान राज्य के सम्बन्ध में करती है।
[फा. सं. 228/65/2011-एवीडी-II]

राजीव जैन, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSIONS
(Department of Personnel and Training)
New Delhi, the 1st August, 2012

S. O. 2555.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Rajasthan, Home (Gr. V) Department, Jaipur vide Notification F.19(13)Home-5/2011 dated 12th October, 2011, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Rajasthan for investigation of offences viz :—

Sl.No.	Case No.	Section Laws
1.	131/11	under Sections 147, 148, 149, 323, 341, 379 and 435 of the Indian Penal Code, 1860 (Act No. 45 of 1860).
2.	138/11	under Sections 147, 148, 149, 153-A and 307 of the Indian Penal Code, 1860 (Act No. 45 of 1860).

क्र. अ. 2555.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राजस्थान राज्य सरकार, गृह (ग्रेड-V) विभाग, जयपुर की दिनांक 12 अक्टूबर, 2011 की अधिसूचना सं. एफ. 19 (13) गृह-5/2011 द्वारा राज्य सरकार से अर्थात्:-

क्रम सं.	धारा सं.	विधि की धारा
1.	131/11	भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) के अधीन धारा 147, 148, 149, 323, 341, 379 तथा 435
2.	138/11	भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) के अधीन धारा 147, 148, 149, 153-ए तथा 307

राजस्थान, जिला-भरतपुर, पुलिस स्टेशन - गोपालगढ़ में दर्ज मामलों तथा उपर्युक्त उल्लिखित अपराध के संबंध में या उससे संबंध प्रयास, दुष्प्रेरण तथा चढ़ाया तथा उसी संव्यवहार के क्रम में या उन्हीं तथ्यों से उत्पन्न अन्य अपराध या अपराधों का अन्वेषण करने के लिए

registered at Police Station Gopalgarh, District Bharatpur (Rajasthan) and attempts, abetments and conspiracies in relation to or in connection with the above mentioned offences and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[F.No. 228/65/2011-AVD-II]

RAJIV JAIN, Under Secy.

शुद्धि-पत्र

नई दिल्ली, 3 अगस्त, 2012

का.आ. 2556.—इस विभाग की दिनांक 20-4-2012 की अभिसूचना सं. 202/5/2011-एवीडी-II का आंशिक संशोधन करते हुए छठी पंक्ति में आने वाले शब्द "उत्तर प्रदेश" को "मध्य प्रदेश" पढ़ा जाए।

[सं. 202/5/2011-एवीडी-II]

राजीव जैन, अवर सचिव (वी-II)

CORRIGENDUM

New Delhi, the 3rd August, 2012

S.O. 2556.—In partial modification of this Department's notification No. 202/5/2011-AVD-II dated 20-4-2012, the word "Uttar Pradesh" appearing in 6th line may be read as "Madhya Pradesh".

[No. 202/5/2011-AVD-II]

RAJIV JAIN, Under Secy. (V-II)

कार्यालय, आयुक्त केन्द्रीय उत्पाद शुल्क, सीमा शुल्क एवं सेवाकर

भोपाल, 1 अगस्त, 2012

सं. 16/2012

[सी.सी.एस. (पेंशन)नियमावली, 1972 के नियम 74 के तहत]

का. आ. 2557.—कार्यालय केन्द्रीय उत्पाद शुल्क, सीमा शुल्क एवं सेवाकर भोपाल के निम्नलिखित समूह 'ख' अधिकारी सेवानिवृत्ति आयु प्राप्त करने पर दिनांक 31-7-2012 को अपरान्ह में शासकीय सेवा से निवृत्त हुए।

क्र.सं.	अधिकारी का नाम सर्व श्री	पदनाम	सेवानिवृत्ति की दिनांक
1.	सोमपाल सिंह	अधीक्षक	31-7-2012
2.	एन.के. जौहरी	अधीक्षक	31-7-2012

[फा. सं. II(3)08/2010/ईटी I/6125]

डॉ. डी. के. वर्मा, आयुक्त

OFFICE OF THE COMMISSIONER OF CUSTOMS CENTRAL EXCISE AND SERVICE TAX

Bhopal, the 1st August, 2012

No. 16/2012

[Under Rule 74 of the CCS (Pension) Rules, 1972]

S.O. 2557.—Following officers of Group 'B' of Customs, Central Excise & Service Tax Bhopal are retired from Government service on attaining the age of superannuation in the afternoon of 31st July, 2012.

Sr. No.	Name of Officer S/Shri	Designation	Date of retirement
1.	Sompal Singh	Superintendent	31-7-2012
2.	N.K. Jauhari	Superintendent	31-7-2012

[F.No. II(3)08/2010/ईटी I/6125]

Dr. D.K. VERMA, Commissioner

भोपाल, 1 अगस्त, 2012

सं. 15/2012

[सी.सी.एस. (पेंशन)नियमावली, 1972 के नियम 74 के तहत]

का.आ. 2558.—श्री आर. डी. शर्मा, अधीक्षक, केन्द्रीय सीमा शुल्क, उत्पाद शुल्क एवं सेवाकर आयुक्तालय, भोपाल के ऐच्छिक सेवानिवृत्ति आवेदन दिनांक 26-4-2011 को केन्द्रीय सिविल सेवा के पेंशन नियम 1972 के नियम 48(1)(a) के अंतर्गत दिनांक 1 अगस्त, 2012 से स्वीकृत किया गया एवं वे दिनांक 31 जुलाई, 2012 को अपरान्ह में शासकीय सेवा से निवृत्त हुए।

[फा. सं. II(3)08/2010/ईटी I/6140]

डॉ. डी. के. वर्मा, आयुक्त

Bhopal, the 1st August, 2012

No. 15/2012

[Under Rule 74 of the CCS (Pension) Rules, 1972]

S.O. 2558.—The application dated 26-4-2011 for Voluntary Retirement tendered by Shri R.D. Sharma, Superintendent, Customs, Central Excise & Service Tax Hqrs. Bhopal has been accepted with effect from 1st August, 2012 under Rule 48(1)(a) of CCS (Pension) Rules, 1972 and he is retired from Government Service in the afternoon of 31st July, 2012.

[F.No. II(3)08/2010/ईटी I/6140]

Dr. D.K. VERMA, Commissioner

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 3 अगस्त, 2012

का.आ. 2559.— बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 10 की उप-धारा (1) के खण्ड (ग) के उप-खण्ड (i) के उपबंध यूनियन बैंक ऑफ इंडिया पर लागू नहीं होंगे, जहां तक उनका संबंध यूनियन बैंक ऑफ इंडिया के अध्यक्ष एवं प्रबंध निदेशक श्री डी. सरकार को स्टार यूनियन दाई-ईची जीवन बीमा कंपनी लि. के बोर्ड में गैर-कार्यकारी अध्यक्ष और नामित निदेशक के रूप में नामित होने से है।

[फा.सं. 13/1/2012-बीओ-1]

विजय मल्होत्रा, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 3rd August, 2012

S.O. 2559.— In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 1949), the Government of India on the recommendation of the Reserve Bank of India, hereby declare that the provisions of sub-clause (i) of clause (c) of sub-section (1) of Section 10 of the said Act shall not apply to Union Bank of India in so far as it relates to the nomination of Shri D. Sarkar, Chairman and Managing Director of the Bank as a Non-executive Chairman and nominee director on the Board of Star Union Dai-Ichi Life Insurance Company Ltd.

[F.No. 13/1/2012-BO-I]

VIJAY MALHOTRA, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 17 जुलाई, 2012

का.आ. 2560.— भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों)की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिरिक्त भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस/आईसी 60947-5-2 : 2007 निम्न - वोल्टता के स्विचगियर और नियंत्रणगियर : भाग 5 परिपथ नियंत्रण उपकरण और स्विचिंग घटक अनुभाग 2 प्राक्सिमिटी स्विच	-	17-7-2012

इस भारतीय मानक की एक प्रति भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 07/टी-47]

आर. के. ब्रेहन, वैज्ञानिक 'ई' एवं प्रमुख (विद्युत तकनीकी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 17th July, 2012.

S.O. 2560.— In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies the Indian Standards to the Indian Standards, particulars of which is given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian Standard	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
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(1)	(2)	(3)	(4)
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1.	IS/IEC 60947-5-2 : 2007 Low-Voltage Switchgear and controlgear part 5 control circuit devices and switching elements sec 2 proximity switches	-	17-7-2012
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Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhawan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref.: ET-7/T-47]

R.K. TREHAN, Scientist 'E' & Head (Electrotechnical)

नई दिल्ली, 24 जुलाई, 2012

सर.अ. 2561.— भारतीय मानक बोर्ड (प्रमाणन) विनियम, 1988 के विनियम 4 के उप-विनियम 5 के अनुसार में भारतीय मानक बोर्ड एनप्लाइड अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिए गए हैं को लाइसेंस प्रदान किए गए हैं :

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारियों का नाम एवं पता	भारतीय मानक का शीर्षक	क्षेत्रीय संख्या	क्षेत्र	अनु	वर्ष
1	2	3	4	5	6	7	8	9
1.	3839276	1-6-2012	हीरो एग्रो प्लास्ट प्राइवेट लिमिटेड प्लॉट नम्बर 2309 - 2310 जी आई डी सी मेट्रोडा, तालुका लोधीका, जिला राजकोट, गुजरात-360021	पेयजल आपूर्ति के लिए अप्लास्टिक पीवीसी पाइप	4000	-	-	2009
2.	3839377	1-6-2012	मारुती एग्रो इन्डस्ट्रीज सर्वे नम्बर 458 अमरेली रोड बेकारीया परा टेलीफोन एक्सचेंज के पास धारी जिला अमरेली गुजरात-365640	साफ ठंडे पानी के लिए उर्ध्व टर्बाइन मिश्रित और अक्षीय प्रवाह पंपों की विशिष्ट	1710	-	-	1989
3.	3839478	1-6-2012	जय श्री बालाजी इन्वीनियरिंग वर्क्स सरासिया रोड, रेलवे क्रॉसिंग के समाने धारी, जिला अमरेली, गुजरात-365640	साफ ठंडे पानी के लिए उर्ध्व टर्बाइन मिश्रित और अक्षीय प्रवाह पंपों की विशिष्ट	1710	-	-	1989
4.	3840160	7-6-2012	रुसाका प्लाई इंडिया लिमिटेड सर्वे नं. 2581 गाँव नानी चौराई तालुका भुवाक जिला कच्छ गुजरात-370140	समुद्री उपयोग के लिए प्लाईवुड	710	-	-	2010
5.	3841465	12-6-2012	आनंद पोलिमर्स इन्कोर्पोरेशन शीतल इन्डस्ट्रियल एरिया, प्लॉट नम्बर 13 जामवाड़ी, पेट्रोल पम्प के सामने जामवाड़ी, तालुका गोंडल जिला राजकोट गुजरात -360311	पेयजल आपूर्ति के लिए अप्लास्टिक पीवीसी पाइप	4000	-	-	2009

1	2	3	4	5	6	7	8	9
6.	3842366	13-6-2012	श्रीजी ज्वेलर्स कीर्ति मंदिर के फस मानेक चौक, गुजरात -360575	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन -विशिष्ट	1417	-	-	1999
7.	3844871	22-6-2012	सन्तान इलेक्ट्रिक इन्डस्ट्रीज रामेश्वर इन्डस्ट्रीयल एरिया गौडल रोड राजमार्ग, बाबडी सर्वे नम्बर 18 प्लोट नम्बर 16 बाबडी राजकोट, गुजरात-360003	सबमर्सिबल पम्पसेट्स	8034	-	-	2002
8.	3844875	26-6-2012	स्पीड टेक पम्प सम्राट इन्डस्ट्रीयल एरिया गली नम्बर 6, जगन्नाथ मारबल्स के के सामने गौडल रोड राजकोट गुजरात- 360004	खुले कुर्छे के लिए सबमर्सिबल पम्पसेट्स	14220	-	-	1994
9.	3844936	26-6-2012	वेस्टर्न सिमेन्ट प्राईवेट लिमिटेड सर्वे नं. 47पी, प्लोट नं. 10-11, हड़मत्तारा तालुक बोटडा समान्ती जिला राजकोट गुजरात -360311	53 ग्रेड की सभारण पोर्टलैंड सीमेंट	12269	-	-	1987
10.	3845473	27-6-2012	एवरसाइन स्टील सर्वे नम्बर 30/31-पी, कम्पली रोड गाँव बडीया, तालुका सिहोर, जिला भावनगर, गुजरात-364240	सामान्य संरचना कार्यों के लिए इस्मात	2062	-	-	2006
11.	3845574	27-6-2012	श्री राम एग्रिकल्चर इन्डस्ट्रीज 6 आन्वी वसहट 80 फिट मेईन रोड गंगाधर इन्डस्ट्रीज के सामने, राजकोट, गुजरात-360003	साफ और ठंडे पानी के लिए कृत्रिम अपकेन्द्री पम्प-विशिष्ट	6595	1	-	2006
12.	3845776	27-6-2012	जसुभाई आर. नानावटी सहाय बाजार, महुवा जिला भावनगर, गुजरात	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन - विशिष्ट	1417	-	-	1999

[सं. केन्द्रीय प्रमाणन विभाग/13:11]

एम. राजकृष्ण, वैज्ञानिक 'एक' एवं प्रमुख

New Delhi, the 24th July, 2012

S.O. 2561.— In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given below in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and address of the party	Title of the Standard	IS No.	Part	Sec.	Year
1	2	3	4	5	6	7	8	9
1.	3839276	1-6-2012	Hero Agro Plast Pvt. Ltd. Plot No. 2309 & 10, G.I. D.C. Metoda, Taluka Lodhika, Distt. : Rajkot Gujarat - 360021	Unplasticized PVC Pipes for Potable Water Supplies	4985	-	-	2000

1	2	3	4	5	6	7	8	9
2.	3839377	1-6-2012	Maruti Agro Industries Survey No. 458, Amreli Road, Vekariya Para, Near Telephone Exchange, Dhari, Distt. : Amreli, Gujarat-365640	Specification for Pumps- 1710 - Vertical Turbine Mixed and Axial Flow, for Clear Cold Water	-	-	-	1989
3.	3839478	1-6-2012	Jay Shree Balaji Engineering Works, Sarashiya Road, Opp. Railway Crossing, Dhari, Distt.: Amerli, Gujarat-365640	Specification for Pumps- 1710 - Vertical Turbine Mixed and Axial Flow, for Clear Cold Water	-	-	-	1989
4.	3840160	7-6-2012	Russaka Ply India Survey No. 258/1, Village Nani Chirai, Taluka Bhachau, Distt. : Kachchh Gujarat-370140	Specification for Marine 710 - Plywood	-	-	-	2010
5.	3841465	12-6-2012	Anand Ploymers Incorporation Shital Industrial Area, Plot No. 13, Opp. Jamwadi Petrol Pump, Jamwadi, Taluka Gondal, Distt., Rajkot Gujarat-360311	Unplasticized PVC Pipes-4985 - for Potable Water Supplies	-	-	-	2000
6.	3842366	13-6-2012	Shreeji Jewellers Near Kiriti Mandir, Manekchok, Porbander, Gujarat-360575	Gold and Gold Alloys, 1417 - Jewellery/Artefacts- Fineness and Marking	-	-	-	1999
7.	3844471	22-6-2012	Santan Electric Industries Ramneshwar Industrial Area, Gondal Road Highway, Vavdi Survey No. 18, Plot No. 16, Vavdi, Distt. : Rajkot Gujarat-360003	Submersible Pumpsets 8034 -	-	-	-	2002
8.	3844875	26-6-2012	Speed Tech Pump Samrat Industrial Area, Steet No. 6, Opp. Jagnath Marbles, Gondal Road, Rajkot, Gujarat-360004	Openwell Submersible 14220 - Pumpsets	-	-	-	1994
9.	3844976	26-6-2012	Western Cement Private Limited Survey No. 47P, Plot No. 10-11, At. Hadamtala, Taluka Kotada Sangani, Distt : Rajkot Gujarat-360311	53 grade ordinary Portland cement	12269 -	-	-	1987
10.	3845473	27-6-2012	Evershine Steels Survey No. 30/31-P, Ghanghali Road, Village Vadiya Taluka Shihor, Distt. : Bhavnagar Gujarat-364240	Steel for General Structural Purposes	2062 -	-	-	2006

1	2	3	4	5	6	7	8	9
11.	3845574	27-6-2012	Shree Ram Agriculture Industries 6, Aji Vasahat, 80 Feet Main Road, Opposite Gangadhar Industries, Distt : Rajkot Gujarat - 360003	Horizontal Centrifugal Pumps for Clear, Cold Water- Specification Part I : Agricultural and Rural Water Supply Purposes	8095	1		3006
12.	3845776	27-6-2012	Jasubhai R. Nanavti Sharaf Bazar, Mahuva, Distt : Bhavnagar Gujarat	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417			1999

[No. CMD/13 : 11]

M. RADHAKRISHNA, Scientist 'F' & Head

नई दिल्ली, 24 जुलाई, 2012

का.आ. 2562.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उपविनियम 5 के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिए गए हैं को लाइसेंस रद्द किए गए हैं :

अनुसूची

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनु	रद्दीकरण तिथि
1.	3624255	रिलायन्स हाईपर मार्ट लिमिटेड रिलायन्स मार्ट, रिफाईनरी मेईन गेट के सामने, रिलायन्स ग्रीन के पास, मोटी खावडी, जिला जामनगर, गुजरात-361140	चांदी एवं चांदी मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-विशिष्ट	2112			26-6-2012
2.	3624356	रिलायन्स हाईपर मार्ट लिमिटेड रिलायन्स मार्ट, रिफाईनरी मेईन गेट के सामने, रिलायन्स ग्रीन के पास, मोटी खावडी, जिला जामनगर, गुजरात-361140	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन-विशिष्ट	1417			26-6-2012

[सं. केन्द्रीय प्रमाणन विभाग/13 : 11]

एम. राधाकृष्ण, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 24th July, 2012

S.O. 2562.— In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the licences particulars of which are given below have been cancelled/suspended with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licence No. CM/L	Name and address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	IS No.	Part	Sec.	Date of Cancellation
1	2	3	4	5	6	7	8
1.	3624255	Reliance Hypermart Ltd Reliance Mart, Opp. Refinery Main Gate, Near Reliance Green, Moti Khavdi Distt : Jamnagar Gujarat - 361140	Silver and Silver Alloys, Jewellery/Artefacts- Fineness and Marking	2112			26-6-2012

1	2	3	4	5	6	7	8
2	3624356	Reliance Hypermart Ltd. Reliance Mart, Opp. Refinery Main Gate, Near Reliance Green, Moti Khavdi Distt : Jamnagar Gujarat - 361140	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking	1417			26-6-2012

[No. CMD/13

M. RADHAKRISHNA, Scientist 'F' & P

नई दिल्ली, 30 जुलाई, 2012

का.अ. 2563. — भारतीय मानक ब्यरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय ब्यरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के संशोधन के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या, वर्ष और शीर्षक	संशोधन संख्या और वर्ष	संशोधन लागू होने की तिथि
1	2	3	4
1.	आई एस 826:1980 -अमोनियम सल्फेट, उर्वरक ग्रेड की विशिष्टि (दूसरा पुनरीक्षण)	संशोधन संख्या 1 वर्ष 2012	31 मई 2012
2.	आई एस 1013:1972 -ट्रिपल सुपर फॉस्फेट की विशिष्टि (पहला पुनरीक्षण)	संशोधन संख्या 1 वर्ष 2012	31 मई 2012
3.	आई एस 2409:1985 -कैल्शियम अमोनियम नाइट्रेट की विशिष्टि (दूसरा पुनरीक्षण)	संशोधन संख्या 1 वर्ष 2012	31 मई 2012
4.	आई एस 2764:1980 पोटेशियम सल्फेट, उर्वरक ग्रेड की विशिष्टि (पहला पुनरीक्षण)	संशोधन संख्या 3 वर्ष 2012	31 मई 2012
5.	आई एस 2779:1980 -पोटेशियम क्लोराइड (पोटाश की लवणमय), उर्वरक ग्रेड की विशिष्टि (पहला पुनरीक्षण)	संशोधन संख्या 2 वर्ष 2012	31 मई 2012
6.	आई एस 4830:1979 -अमोनियम फॉस्फेट सल्फेट, दानेदार की विशिष्टि (पहला पुनरीक्षण)	संशोधन संख्या 2 वर्ष 2012	31 मई 2012
7.	आई एस 5406:1979 -यूरिया, उर्वरक ग्रेड की विशिष्टि (पहला पुनरीक्षण)	संशोधन संख्या 1 वर्ष 2012	31 मई 2012
8.	आई एस 5409 (भाग 2):1985-मिट्टी संशोधन सामग्री के रूप में इस्तेमाल करने वाला कृषि चूना की विशिष्टि भाग 2 चूना पत्थर और डोलोमाइट (पहला पुनरीक्षण)	संशोधन संख्या 2 वर्ष 2012	31 मई 2012
9.	आई एस 6448:1983-डाईअमोनियम फास्फेट विशिष्टि (दूसरा पुनरीक्षण)	संशोधन संख्या 2 वर्ष 2012	31 मई 2012
10.	आई एस 6661:1972-पोटेशियम शूनाइट की विशिष्टि	संशोधन संख्या 1 वर्ष 2012	31 मई 2012
11.	आई एस 7863:1975- भौतिक उर्वरक मिश्रण की विशिष्टि	संशोधन संख्या 2 वर्ष 2012	31 मई 2012
12.	आई एस 8249:1994- जिंक सल्फेट हेप्टाहाइड्रेट कृषि ग्रेड -विशिष्टि (पहला पुनरीक्षण)	संशोधन संख्या 2 वर्ष 2012	30 जून 2012

1	2	3	4
13.	आई एस 8359:1993- यूरिया अमोनियम फॉस्फेट से बने उर्वरक -विशिष्ट (पहला पुनरीक्षण)	संशोधन संख्या 1 वर्ष 2012	31 मई 2012
14.	आई एस 8558:1977- खाद वाले नीम केक की विशिष्ट	संशोधन संख्या 1 वर्ष 2012	31 मई 2012
15.	आई एस 8559:1977- खाद वाले महुआ केक की विशिष्ट	संशोधन संख्या 1 वर्ष 2012	31 मई 2012
16.	आई एस 9024:1978- दानेदार उर्वरक मिश्रण की विशिष्ट	संशोधन संख्या 2 वर्ष 2012	31 मई 2012
17.	आई एस 10170:1982- प्रतिफल जिप्सम की विशिष्ट	संशोधन संख्या 2 वर्ष 2012	31 मई 2012
18.	आई एस 12113:1987- फैंस सल्फेट हेन्टाहाइड्रेट, कृषि ग्रेड की विशिष्ट	संशोधन संख्या 1 वर्ष 2012	31 मई 2012
19.	आई एस 13921:1994- चैलेटिड जिंक (Zn-EDTA), कृषि ग्रेड-विशिष्ट	संशोधन संख्या 1 वर्ष 2012	31 मई 2012
20.	आई एस 13922:1994- कीलेटिड (Fe-EDTA), कृषीय ग्रेड - विशिष्ट	संशोधन संख्या 1 वर्ष 2012	31 मई 2012
21.	आई एस 14403:1996- भूमि सुधार के लिए कृषि ग्रेड के लौह पाइराइट- विशिष्ट	संशोधन संख्या 1 वर्ष 2012	31 मई 2012
22.	आई एस 14806:2000- एजोस्मिरिलम जीवाणु कल्चर	संशोधन संख्या 2 वर्ष 2012	30 जून 2012
23.	आई एस 14807:2000- घुलनशीलनीय फास्फेट जीवाणु कलचर (पी.एस.बी.आई.)-विशिष्ट	संशोधन संख्या 2 वर्ष 2012	30 जून 2012
24.	आई एस 15343:2003- सोडिक भूमि सुधार के लिए प्रेसमड - विशिष्ट	संशोधन संख्या 1 वर्ष 2012	31 मई 2012
25.	आई एस 15848:2009- जिंक सल्फेट, मानोहाईड्रेट, कृषि ग्रेड-विशिष्ट	संशोधन संख्या 1 वर्ष 2012	31 मई 2012
26.	आई एस 15849:2009- फास्फेट सोल्युबिलाईजिंग फंगल इनोकुलेन्स -एस्पेरजीलस एवामोरी- विशिष्ट	संशोधन संख्या 1 वर्ष 2012	31 मई 2012

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली -110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चैन्नई, मुम्बई, चण्डीगढ़ तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एफएडी/जी-128]

डॉ. आर. के. बजाज, वैज्ञानिक 'एफ' एवं प्रमुख (खाद्य एवं कृषि)

New Delhi, the 30th July, 2012

S.O. 2563.— In pursuance of Clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendment to the Indian Standard, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & Year of the Amendment	Date of which the Amendment shall have effect
1	2	3	4
1.	IS 826: 1980 Specification for Ammonium Sulphate, Fertilizer Grade (<i>Second Revision</i>)	Amendment No. 1 Year 2012	31 May 2012
2.	IS 1013: 1972 Specification for Triple Superphosphate (<i>First Revision</i>)	Amendment No. 1 Year 2012	31 May 2012
3.	IS 2409: 1985 Specification for Calcium Ammonium Nitrate (<i>Second Revision</i>)	Amendment No. 1 Year 2012	31 May 2012
4.	IS 2764: 1980 Specification for Potassium Sulphate, Fertilizer Grade (<i>First Revision</i>)	Amendment No. 3 Year 2012	31 May 2012
5.	IS 2779: 1980 Specification for Potassium Chloride (Muriate of Potash), Fertilizer Grade (<i>First Revision</i>)	Amendment No. 2 Year 2012	31 May 2012
6.	IS 4830: 1979 Specification for Ammonium Phosphate Sulphate Granular (<i>First Revision</i>)	Amendment No. 2 Year 2012	31 May 2012
7.	IS 54066: 1979 Specification for Urea, Fertilizer Grade (<i>First Revision</i>)	Amendment No. 1 Year 2012	31 May 2012
8.	IS 5409 (Part 2): 1985 Specification for Agricultural Liming Materials as Soil Amendments Part 2: Lime Stone and Dolomite (<i>First Revision</i>)	Amendment No. 2 Year 2012	31 May 2012
9.	IS 6448: 1983 Diammonium Phosphate- Specification (<i>Second Revision</i>)	Amendment No. 2 Year 2012	31 May 2012
10.	IS 6661: 1972 Specification for Potassium Schoenite	Amendment No. 1 Year 2012	31 May 2012
11.	IS 7863: 1975 Specification for Fertilizer Physical Mixtures	Amendment No. 2 Year 2012	31 May 2012
12.	IS 8249: 1994 Zinc Sulphate Heptahydrate, Agricultural Grade -Specification (<i>First Revision</i>)	Amendment No. 2 Year 2012	30 June 2012
13.	IS 8359 : 1993 Urea Ammonium Phosphate Based Fertilizers - Specification (<i>First Revision</i>)	Amendment No. 1 Year 2012	31 May 2012
14.	IS 8558 : 1977 Specification for Neem Cake for Manuring	Amendment No. 1 Year 2012	31 May 2012
15.	IS 8559 : 1977 Specification for Mahua Cake for Manuring	Amendment No. 1 Year 2012	31 May 2012

1	2	3	4
16.	IS 9024 : 1978 Specification for Granulated Fertilizer Mixtures	Amendment No. 2 Year 2012	31 May 2012
17.	IS 10170: 1982 Specification for Byproduct Gypsum	Amendment No. 2 Year 2012	31 May 2012
18.	IS 12113: 1987 Specification for Ferrous Sulphate Heptahydrate, Agricultural Grade	Amendment No. 1 Year 2012	31 May 2012
19.	IS 13921: 1994 Chelated Zinc (Zn-Edta) Agricultural Grade - Specification	Amendment No. 1 Year 2012	31 May 2012
20.	IS 13922 : 1994 Chelated Iron (Fe-Edta) Agricultural Grade - Specification	Amendment No. 1 Year 2012	31 May 2012
21.	IS 14403 : 1996 Agriculture Grade Iron Pyrites as Soil Amendment - Specification	Amendment No. 1 Year 2012	31 May 2012
22.	IS 14806 : 2000 Azospirillum Inoculants	Amendment No. 2 Year 2012	30 June 2012
23.	IS 14807 : 2000 Phosphate Solubilising Bacterial Inoculant (PSBI) - Specification	Amendment No. 2 Year 2012	30 June 2012
24.	IS 15343 : 2003 Pressmud for Reclamation of Sodic Soil - Specification	Amendment No. 1 Year 2012	31 May 2012
25.	IS 15848 : 2009 Zinc Sulphate, Monohydrate, Agricultural Grade Specification	Amendment No. 1 Year 2012	31 May 2012
26.	IS 15849 : 2009 Phosphate Solubilising Fungal Inoculants - Aspergillus Awamori - Specification	Amendment No. 1 Year 2012	31 May 2012

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref.: FAD/G-128]

Dr. R.K. BAJAJ, Scientist 'F' & Head (Food and Agri.)

नई दिल्ली, 30 जुलाई, 2012

का.आ. 2564.— भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 4622: 2003-स्थिर-व्हील गेट के संरचनात्मक डिजाइन की सिफारिशें (तीसरा पुनरीक्षण)	संशोधन संख्या 1, जून 2012	30 जून 2012

(1)	(2)	(3)	(4)
2	आई एस 6938 : 2005-द्रवचालित दरवाजों के लिए रस्सा ड्रम और चेन श्रृंखला हाइस्टों के डिजाइन-रीति संहिता (दूसरा पुनरीक्षण)	संशोधन संख्या 1, जून 2012	30 जून 2012

इस संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चैन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों/संशोधनों को <http://www.standardsbis.in> पर इंटरनेट द्वारा प्राप्त किया जा सकता है।

[संदर्भ : डब्लू आर डी 12/टी-1 और टी-4]

जे. सी. अरोड़ा, वैज्ञानिक 'एफ' एवं प्रमुख (जल संसाधन विभाग)

New Delhi, the 30th July, 2012

S.O. 2564.— In pursuance of Clause (b) of sub-rule (1) of Rule (7) of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standard, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. Title and Year of the Indian Standards	No. and Year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 4622 : 2003 Recommendations for structural design of fixed wheel gates (third revision)	Amendment No. 1, June 2012	30 June 2012
2.	IS 6938 : 2005 Design of rope drum and chain hoists for hydraulic gates- Code of Practice (second revision)	Amendment No. 1, June 2012	30 June 2012

Copy of these Amendments are available for sale with the Bureau of Indian Standards, Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram. Indian Standards/amendments can be obtained at <http://www.standardsbis.in>.

[Ref. : WRD 12/T-1A&T-4]

J.C. ARORA, Scientist 'F' & Head (Water Resources Deptt.)

नई दिल्ली, 30 जुलाई, 2012

का.आ. 2565.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा मा भाग अनु संख्या	वर्ष
1	2	3	4	5	6	7 8 9
1.	3787384	3-1-2012	मैसर्स सुवर्णाशिल्पी ज्वैलर्स प्रा. लिमिटेड, 107 आशीष काम्पलैक्स, स्वास्तिक क्रास रोड, अहमदाबाद-380009	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	- 1999
2.	3799290	3-1-2012	मैसर्स साबर बिबरेजिस, एट पोस्ट चिबोडा,	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल	14543	- 2004

1	2	3	4	5	6	7	8	9
			ता भिलोडा, साबरकांटा, भिलोडा	मिनरल वाटर)				
3.	3787687	4-1-2012	मैसर्स संगनो टेक्नोलॉजिस् प्रा. लिमिटेड, बी/5, जी आई डी सी इलेक्ट्रॉनिक एस्टेट, सेक्टर 25, गांधीनगर 382 044	ए सी स्टेटिक वाटहावर मीटर	13779	-	-	1999
4.	3787788	6-1-2012	मैसर्स श्री रंग ज्वैलर्स, 3, 4 शिवशक्ति काम्पलैक्स, स्टेशन रोड, सचिन कृष्णा काम्पलैक्स, के सामने, सूरत- 394 230	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
5.	3787889	6-1-2012	मैसर्स चोकसी मुलचंदभाई शंकरदास पटेल, शाक मार्केट के पास, चांदनी चौक, पीओ डीसा, डिस्ट्रिक्ट साबरकांटा- 385 535	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
6.	3789085	6-1-2012	मैसर्स क्राउन इंडस्ट्रीज, प्लॉट नंबर 6, टॉरेंट पावर सब स्टेशन के सामने, शाहवाडी बस स्टॉप के पीछे, नारोल, अहमदाबाद-382 405	कन्ड्यूट फार इलेक्ट्रिकल इंस्टालेशन पार्ट 3 रिजिड प्लेन कन्ड्यूट आफ इंसुलेटिड मैटिरियल	9537	3	-	1983
7.	3789287	6-1-2012	मैसर्स एकवारियस एक्सिम प्रा. लिमिटेड, प्लॉट नंबर 114, जी आई डी सी, मोतीपुरा, हिम्मतनगर, साबरकांटा-383 001	पैकेटबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर) इंसुलेटिड मैटिरियल	14543	-	-	2004
8.	3789388	9-1-2012	मैसर्स अमीधारा ड्रिप इरीगेशन, प्लॉट नंबर 1801/16, जी आई डी सी, फेस 4, विठठल उद्योग नगर, आनंद, वी यू नगर-388 121	इरीगेशन इक्यूपमेंट पालथिलीन पाईप्स फार इरीगेशन लैटरलस	12786	-	-	1989
9.	3789489	9-1-2012	मैसर्स अमीधारा ड्रिप इरीगेशन, प्लॉट नंबर 1801/16, जी आई डी सी, फेस 4, विठठल उद्योग नगर, आनंद, वी यू नगर-388 121	इरीगेशन इक्यूपमेंट स्प्रिंकलर पाईप्स	14151	2	-	2008
10.	3789186	9-1-2012	मैसर्स डांगा वाटरटैक प्रा.लिमिटेड प्लॉट नंबर 3, कैलाश इंडस्ट्रियल एस्टेट, सर्वे नंबर 189/1 & 2, एसार पेट्रोल पम्प के सामने, सानंद विरमगाम हाइवे, एट आईवा, अहमदाबाद, सानंद-382 170	एमोटिंग पाईप सिस्टम	13488	-	-	2008
11.	3791880	10-1-2012	मैसर्स नचिकेत मार्केटिंग, प्लॉट नंबर 44, शायोना सिल्वर एस्टेट, सिल्वर ओक क्लब के पीछे, परासंग पार्टी प्लॉट के पास, एस जी हाइवे, गोटा अहमदाबाद	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	-	-	2004

1	2	3	4	5	6	7	8	9
12.	3791981	11-1-2012	मैसर्स विनय वायर्स तथा पोली प्रोडक्ट्स प्रा. लिमिटेड, 1366 तथा 1368 ओल्ड अहमदाबाद हाइवे, बालापुर दरगाह के पास अहमदाबाद, विरमगाम-382150	माईल्ड स्टील ट्यूब्स ट्यूबलर्स तथा अदर रॉट स्टील फिटिंग्स	1239	1		2004
13.	3790373	11-1-2012	मैसर्स सुनिल ज्वैलर्स, 1 बी/1220, ग्रांड फ्लोर, काकाजी स्ट्रीट, मारवाडी स्ट्रीट के सामने, तिमालियावाड, नानपुरा, सूरत-395 001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417			1999
14.	3790474	11-1-2012	मैसर्स मधुरम ज्वैलर्स, 179, रघुवीरनगर सोसाइटी, जलाराम टाकीस के सामने, कोसाड रोड, अमरोली, सूरत-395 004	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417			1999
15.	3790575	11-1-2012	मैसर्स गायत्री ट्रेडर्स, बी 157, चोकसी बाजार, पी ओ सोजितरा, आनंद-387240	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417			1999
16.	3790878	11-1-2012	मैसर्स हेमंत इंडस्ट्रीज, 269, जी आई डी सी स्टेट, मकरपुरा रोड, वडोदरा-390 010	इंडस्ट्रियल सेफ्टी हैलमेट	2925			1994
17.	3791072	11-1-2012	मैसर्स शी ज्वैलर्स, 102, 101 निलय चैम्बर्स, दालिया शेरी, महीधरपुर, सूरत-395 003	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417			1999
18.	3791173	11-1-2012	मैसर्स न्यू प्रीति डायमंड गोल्ड ज्वेलरी, 52, सिप्रिंग फिल्ड रॉ हाउस, अक्षरधाम फ्लैट्स के सामने, जजिस बंगला रोड, वस्त्रापुर रोड, अहमदाबाद-380 015	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417			1999
19.	3791274	11-1-2012	मैसर्स रिद्धि ज्वैलर्स, 2, शिवधारा काम्प्लेक्स, श्याम धाम क्रॉस रोड, नाना वराछा, सूरत-395 010	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417			1999
20.	3791678	11-1-2012	मैसर्स श्री कृष्णा फूड्स तथा एग्रो इंडस्ट्रीज, प्लॉट नंबर 317, श्री कृष्णा इंडस्ट्रियल एस्टेट, बापा सीताराम हाल के सामने, लसकाना, कामरिज रोड, सूरत	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543			2004
21.	3792579	11-1-2012	मैसर्स खांडेवाल स्टील इंडस्ट्रीज, ब्लॉक नंबर 1988, पोस्ट वामाज, ता कडी, डि मेहसाना	स्टील फार जनरल स्ट्रक्चर्ल परपस	2062			2006

1	2	3	4	5	6	7	8	9
22.	3792882	11-1-2012	मैसर्स स्काईलाम प्रा. लिमिटेड, प्लॉट नंबर 13 से 16, ए/4 और ए/5, महागुजरात इंडस्ट्रियल एसटेट, गाँव मोरैया, अहमदाबाद, चांगोदर-382 213	डैकोरेटिव थर्मोसैटिंग सिंथैटिक रेसिन बांडिड लैमिनेटिड शीट्स	2046	-		1995
23.	3793076	11-1-2012	मैसर्स विनय वायर्स तथा पोली प्रोडक्ट्स प्रा. लिमिटेड, 1366 तथा 1368 ओल्ड अहमदाबाद हाइवे, बालापीर दरगाह के पास, अहमदाबाद विरमगाम-3821 150	हॉलो स्टील सैक्शन्स फार स्ट्रक्चर्स यूस	4923	-		1997
24.	3792377	12-1-2012	मैसर्स एमबीशन माईका प्रा लिमिटेड, ब्लॉक नंबर 309, जाक वाहेलाल रोड, गाँव जाक, ता देहगाम, गांधीनगर-382 305	डैकोरेटिव थर्मोसैटिंग सिंथैटिक रेसिन बांडिड लैमिनेटिड शीट्स	2046	-		1995
25.	3791779	12-1-2012	मैसर्स तिरुपति इंडस्ट्रीज, वनसदा रोड, ब्लॉक नंबर 243/2/1, बंसीधर क्वेरी के पास, एट तथा पी ओ रैठवेनिया, नवसारी, चिखली-396 521	53 ग्रेड आडिनरी पोटलैंड सीमेंट	12269	-		1987
26.	3795888	12-1-2012	मैसर्स जिगर इंडस्ट्रीज, मार्केट यार्ड के सामने, महाकाली डायनिंग के पास, कुक्करवाडा (मंडली), ता मानसा, डि गांधीनगर-382 830	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	-		2004
27.	3792276	13-1-2012	मैसर्स सतलुज स्टील रोलिंग मिल्स प्रा. लिमिटेड, 33, अश्वामेष एसटेट, चांगोदर, ता सानंद, अहमदाबाद-382 213	हाई स्ट्रेंथ डिफामड स्टील बारस तथा वायर्स फार कांक्रीट रेनिफोर्समेंट	1786	-		2008
28.	3792478	13-1-2012	मैसर्स अमीधारा ड्रिप इरीगेशन, प्लॉट नंबर 1801/16, जी आई डी सी, फेस 4, वी यू नगर, आनंद, वी यू नगर-388 121	एमिटिंग पाईप सिस्टम	13488	-		2008
29.	3792781	16-1-2012	मैसर्स आर एस पाईप तथा आर्टिकल वर्क्स, एट पी ओ मोडासर, (नासवाडी रोड) बोडेली, ता सनखेडा, वडोदरा	प्रीकास्ट कांक्रीट पाईप्स (विद तथा विदाउट रेनिफोर्समेंट,	458	-		2003
30.	3794684	18-1-2012	मैसर्स इरोलाम लिमिटेड, 34, ओमकार हाउस, सी जी रोड, नवरंगपुरा, अहमदाबाद, मेहसाना-382 706	डैकोरेटिव थर्मोसैटिंग सिंथैटिक रेसिन बांडिड लैमिनेटिड शीट्स	2046	-		1995

1	2	3	4	5	6	7	8	9
31.	3795282	20-1-2012	मैसर्स एसट्राल पालीटेकनिक लिमिटेड, 207/1, एसट्राल हाउस, राजपथ क्लब के पीछे, अहमदाबाद-380059	यू पी बी सी पाईप सायल तथा वेस्ट डिस्चार्ज सिस्टम इनसाईड बिल्डिंग इनक्लूडिंग वैनटिलेशन तथा रेनवाटर सिस्टम	13592	-	-	1992
32.	3795787	21-1-2012	मैसर्स हीमा सेल्स कार्पोरेशन, ब्लॉक नंबर 795/6, नीलकंठ होटल के पास, सर्वे फार्मा के सामने, रकनपुर, गांधीनगर-380001	कन्ड्यूट फार इलेक्ट्रिकल इंस्टालेशन पार्ट 3 रिजिड प्लेन कन्ड्यूट आफ इंसूलेटिड मैटिरियल	9537	3	-	1983
33.	3800249	24-1-2012	मैसर्स यश पोलिमर्स, ब्लॉक नंबर 58, प्लॉट नंबर 17 सी 2 टैंपा गली, पीपोदरा, जी आई डी सी, ता, मंगरोल, सूरत-394110	आटोमोटिव विहीकल - टयूब्स फार न्यूमैटिक टायर	13098	-	-	1991

[सं. सीएमडी/13:11]

टी. बी. नारायणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 30th July, 2012

S.O. 2565.— In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name and Address of the party	Title of the Standard	IS No.	Part	Sec.	Year
1	2	3	4	5	6	7	8	9
1.	3787384	3-1-2012	M/s. Suvarnashilpi Jewellers Pvt. Ltd., 107, Ashish Complex, Swastik Cross Road, Ahmedabad -380009	Gold and gold alloys, jewellery/artefacts - fineness and marking	1417	-	-	1999
2.	3799290	3-1-2012	M/s. Sabar Beverages at Post Chiboda, Tal Bhiloda, Sabarkantha Bhiloda	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
3.	3787687	4-1-2012	M/s. Sangani Technologies Pvt. Ltd., B/5, G.I.D.C. Electronic Estate, Sector 25, Gandhinagar- 382044	AC static watt-hour meters	13779	-	-	1999
4.	3787788	6-1-2012	M/s. Shree Rang Jewellers, 3, 4, Shivsakti Complex, Station Road, Sachin Krisna Complex in same, Surat -394230	Gold and gold alloys, jewellery/artefacts - fineness and marking	1417	-	-	1999
5.	3787889	6-1-2012	M/s. Choksi Mulchadhbhai Shankardas Patel. Near Shak Market, Gandhi Chawk PO Deesa. Distt. Banaskantha- 385535	Gold and gold alloys jewellery/artefacts - fineness and marking	1417	-	-	1999

1	2	3	4	5	6	7	8	9
6.	3789085	6-1-2012	M/s. Crown Industries Plot No. 6, Opp Torrent Power Sub Station, B/H Shahwadi bus Stop, Narol, Ahmedabad-382405	Conduits for electrical installations: part 3 rigid plain conduits of insulating materials (Superseding IS : 2509)	9537	3	-	1983
7.	3789287	6-1-2012	M/s. Aquarius Exim Pvt Ltd. Plot No. 114, G.I.D.C. Motipura Himatnagar, Sabarkantha-383001	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
8.	3789388	9-1-2012	M/s. Amidhara Drip irrigation Plot No. 1801/16, GIDC, Phase IV, Vitthal Udyog Nagar, Anand, V. U. Nagar-388121	Irrigation equipment - polyethylene pipes for irrigation laterals	12786	-	-	1989
9.	3789489	9-1-2012	Amidhara Drip Irrigation Plot No. 1801/16, GIDC Phase IV, Vittal Udyog Nagar, Anand-388121	Irrigation equipment - sprinkler pipes	14151	2	-	2008
10.	3789186	9-1-2012	M/s. Donga Watertech Pvt. Ltd. Plot No. 3, Kailash Industrial Estate, Survey No. 189/1 & 2, Opp. Essar Petrol Pump, Sanand- Viramgam Highway at Iyava, Ahmedabad, Sanand-382170	Emitting pipes system	13488	-	-	2008
11.	3791880	10-1-2012	M/s. Nachiket Marketing Plot No. 44, Shayona Silver Estate, B/H Silver Oak Club, Near Prasang Party, Plot, S.G. Highway, Gota Ahmedabad-38248	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
12.	3791981	11-1-2012	M/s. Vinay Wires & Poly products Pvt., Ltd. 1366 and 1368 Old Ahmedabad Highway, Near Balapir Dargah Ahmedabad, Viramgam-382150	Mild steel tubes, tubulars and other wrought steel fittings	1239	1	-	2004
13.	37903	11-1-2012	M/s. Sunil Jewels 1B/1220, Ground Floor, Kakajistreet, Opp. Marvadi Street, Timaliyawad, Nanpura Surat- 395001	Gold and gold alloys, jewellery/artefacts - fineness and marking	1417	-	-	1999
14.	3790471	11-1-2012	M/s. Madhuram Jewellers 179, Raghuvirnagar Society, Opp. Jalaram Takies, Kosad Road, Amroli, Surat-395004	Gold and gold alloys, jewellery/artefacts - fineness and marking	1417	-	-	1999
15.	3790575	11-1-2012	M/s. Gayatri Traders B-157, Choksi Bazar, P.O. Sojitra, Anand- 387240	Gold and gold alloys, jewellery/artefacts - fineness and marking	1417	-	-	1999
16.	3790878	11-1-2012	M/s. Hemant Industries 269, GIDC Estate, Makarpura Road, Vadodara-390010	Industrial safety helmets	2925	-	-	1994

1	2	3	4	5	6	7	8	9
17.	3791072	11-1-2012	M/s. She Jewels 102, 101, Nilay Chambers, Dalia Sheri, Mahidharpura, Surat -395003	Gold and gold alloys, jewellery/artefacts - fineness and marking -	1417	-	-	1999
18.	3791173	11-1-2012	M/s. New Priti Diamond Gold Jewellery, 52, Spring field Raw House, Opp. Akshardham Flats Judges Bungalow Road, Vastrapur, Ahmedabad -380015	Gold and gold alloys, jewellery/artefacts - fineness and marking -	1417	-	-	1999
19.	3791274	11-1-2012	M/s. Riddhi Jewellers 2, Shiv Dhara Complex, Shyam Dham Cross Road, Nana Varachha, Surat- 395010	Gold and gold alloys, jewellery/artefacts - fineness and marking -	1417	-	-	1999
20.	3791678	11-1-2012	M/s. Shree Krishna Foods & Agro Industries, Plot No. 317, Shree Krishna Industrial Estate, Opp. Bapa Sitaram Hall, Laskana, Surat- Kamrij Road, Surat	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
21.	3792579	11-1-2012	M/s. Khandelwal Steel Industries Block No. 1988, Post Vamaj Ta. Kadi, Distt. Mehsana	Steel for general structural purposes	2062	-	-	2006
22.	3792882	11-1-2012	M/s. Skylam Pvt Ltd. Plot No. 13 to 16, A/4 & A/5, Mahagujarat Industrial Estate, Village Moriya, Ahmedabad Changodar -382213	Decorative thermosetting synthetic resin bonded laminated	2046	-	-	1995
23.	3793076	11-1-2012	M/s. Vinay Wires & Poly Products Pvt Ltd. 1366 and 1368 Old Ahmedabad Highway, Near Balapir Dargah Ahmadabad, Viramgam -382150	Hollow steel sections for structural use	4923	-	-	1997
24.	3792377	12-1-2012	M/s. Ambition Mica Pvt Ltd. Block No. 309, Zak-Vahelal Road, Village Zak, Taluka Dahegam, Gandhinagar-382305	Decorative thermosetting synthetic resin bonded laminated sheets	2046	-	-	1995
25.	3791779	12-1-2012	M/s. Tirupati Industries Vansda Road, Block No. 243/2/1, Near Bansidhar Quarry at & PO: Rethveniya, Navsari Chikhli -396521	53 grade ordinary portland cement	12269	-	-	1987
26.	3795888	12-1-2012	M/s. Jigar Industries Opp. Market Yard, Near Mahakalidinning, Kukarwada (Mandali), Ta Mansa, Dist Gandhinagar-382830	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
27.	3792276	13-1-2012	M/s. Satluj Steel Rolling Mills Pvt Ltd. 33, Ashwamegh Estate, Changodar, Ta.Sanand, Ahmedabad- 382213	High strength deformed steel bars and wires for concrete reinforcement	1786	-	-	2008

1	2	3	4	5	6	7	8	9
28.	3792478	13-1-2012	Amidhara Drip Irrigation Plot No. 1801/16, GIDC, Phase IV, V. U. Nagar Anand, V U Nagar -388121	Emitting pipes system	13488	-	-	2008
29.	3792781	16-1-2012	R.S. Pipe & Article works At PO Modasar, (Naswadi Road) Bodeli, Ta Sankheda, Vadodara	Precast concrete pipes (with and without reinforcement)	458	-	-	2003
30.	3794684	18-1-2012	Durolam Limited 34, Omkar House, C.G. Road, Navrangpura, Ahmedabad Mahesana- 382706	Decorative thermosetting synthetic rasin, bonded laminated sheets -	2046	-	-	1995
31.	3795282	20-1-2012	Astral Polytechnik Limited 207/1, Astral House, B/H Rajpath Club, Ahmedabad- 380059	Upvc pipes for soil and waste discharge systems inside buildings including ventilation and rainwater system	13592	-	-	1992
32.	3795787	21-1-2012	Hima Sales Corporation Block No. 795/6, Near Nilkanth Hotel, Opp. Serve Pharma Rakanpur, Gandhinagar-380001	Conduits for electrical installations: part 3 rigid Plain conduits of insulating materials (superseding IS: 2509)	9537	3	-	1983
33.	3800249	24-1-2012	Yash Ploymers Block No. 58, Plot No. 17 C2, Tempa Gali, Pipodra, G.I.D.C. Tal Mangrol, Surat Pipodra- 394110	Automotive vehicles - tubes for pneumatic tyres -	13098	-	-	1991

[No. CMD/13:11]

T. B. NARAYANAN, Scientist 'F' & Head

नई दिल्ली, 30 जुलाई, 2012

का.आ. 2566.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (5) के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है :

अनुसूची

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
1.	3628869	मैसर्स त्रिमूर्ति फुड तथा बिजनेस ब्लॉक नंबर 32, अमरोलीछापरा भथा रोड, तक्षिला स्कूल के पास, सुरत	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर) आई एस 14543:2004	19-1-2012
2.	7143663	मैसर्स मीरा इंडस्ट्रीज, 312, मैमको बस स्टॉप के पीछे, पी ओ सैजपुर बोधा, नरोडा रोड, अहमदाबाद-382345	सिंगल फेस स्माल ए सी एंड यूनिवर्सल इलेक्ट्रिक मोटर्स आई एस 996:1979	31-1-2012

[सं. सीएमडी/13:13]

टी. बी. नारायणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 30th July, 2012

S.O. 2566.— In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988 of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licences No. CML-	Name & Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
1.	3628869	M/s. Trupti Food and beverages Block No. 32, Amroli Chhapra Bhatha Road, Nr. Taxsila School, Surat, Distt. Surat	Packaged drinking water (other than Packaged natural Mineral water) IS 14543:2004	19-1-2012
2.	7143663	M/s. Mira Industries 312, Behind Memco Bus Stop, PO Saijpur Bogha, Naroda Road, Distt : Ahmadabad-382345	Single-phase small ac and universal electric motors IS 996: 1979	31-1-2012

[No. CMD/13:13]

T. B. NARAYANAN, Scientist 'F' & Head

नई दिल्ली, 30 जुलाई, 2012

सं.सं. 2567.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एल्यूमीनियम अधिसूचित करता है कि निम्न लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा.पा. संख्या	भाग	अनु	वर्ष
1	2	3	4	5	6	7	8	9
1.	3800148	2-2-2012	मैसर्स सी एच पटेल तथा कम्पनी, ब्लाक नंबर 268 तथा 19, पटेल कंपाउंड, मार्केट यार्ड के पीछे, वडोदरा, बोटेली-391135	प्रीकास्ट कांक्रीट पाईप (विद तथा विदाउट रेनिफोर्समेंट)	458	-	-	2003
2.	3802758	7-2-2012	मैसर्स एनडैवर इंस्ट्रुमेंट प्र लिमिटेड 45/3 चांगोदर इंडस्ट्रियल एरिया, अहमदाबाद डिस्ट्रिक्ट को ओ बैंक रोड, एस टी स्टैंड के सामने, सरखेज बावला हाइवे, चांगोदर ता सानंद, अहमदाबाद-382213	इलेक्ट्रॉनिक वेथिंग सिस्टम्स	9281	3	-	1981
3.	3801554	8-2-2012	मैसर्स आर आर इंडस्ट्रीज, प्लॉट नंबर 54 व 65, न्यू जी आई डी सी, वलसाद-396171	राट एल्यूमिनियम यूटैसिल	1660	-	-	2009
4.	3801655	8-2-2012	मैसर्स आर आर इंडस्ट्रीज, प्लॉट नंबर 54 व 65, न्यू जी आई डी सी, वलसाद-396171	डोमैस्टिक प्रेशर कुकर	2347	-	-	2006
5.	3801958	8-2-2012	मैसर्स राधे इंडस्ट्रीज, प्लॉट नंबर 1517, फेस-II, ओल्ड खोडियाल होटल के पास, जी आई डी सी, गांधीनगर, छत्रवाल-382729	डोमैस्टिक प्रेशर कुकर	2347	-	-	2006

1	2	3	4	5	6	7	8	9
6.	3802253	8-2-2012	मैसर्स मणीरत्ना ओरनामेंट्स (इंडिया) प्रा. लि. 1, सकेरवर काम्पलेक्स, अंबामाता मंदिर के सामने, वी पी रोड, वलसाद-374521	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
7.	3802354	8-2-2012	मैसर्स चोकसी बलमुकरं जम्नदरस तथा ब्रदर्स, 2365/66, रानीना हजीरा के पास, मानेक चोक, अहमदाबाद-380001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
8.	3802455	8-2-2012	मैसर्स कृष्णा ज्वैलर्स, 798, गुरजर पोल के सामने, डि सावरकांट, प्रातिज-383205	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
9.	3802550	8-2-2012	मैसर्स धिमान ज्वैलर्स, 2/ए, सुरेग काम्पलेक्स, बलियादेव मंदिर के सामने, वेबलपुर बस स्टेशन के पास, अहमदाबाद-380051	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
10.	3803154	10-2-2012	मैसर्स पेरुगान सिनैटिक तथा पालिमर्स लिमिटेड, यूनिट 2, 102/2, जी आई डी सी, मकरपुरा, वडोदरा-390010	अनप्लास्टिसाइड पी वी सी पाईप फार पोटेबल वाटर सपलाईस	4985	-	-	2000
11.	3805461	13-2-2012	मैसर्स ओशन मिनरल तथा बिबरज, प्लॉट नंबर 3/पी 2, गौव पानेलव, ता हलोल, पंचमहल-389350	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	-	-	2004
12.	3803659	14-2-2012	मैसर्स वानुभाई ज्वैलर्स, सकेरवर महादेवस स्ट्रीट, रणछोडजी टैपल के सामने, एम वी रोड, वडोदरा-390001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
13.	3804257	14-2-2012	मैसर्स हीमा सेल्स कापरेशन, ब्लॉक नंबर 759/6, नीलकंठ होटल के पास, सर्व फार्मा के सामने, रकनपुर, गांधीनगर	कैबल ट्रकिंग तथा डकिंग सिस्टम फार इलेक्ट्रिकल इंस्टालेशन	14927	2	-	2001
14.	3805158	14-2-2012	मैसर्स यूनियन क्वालिटी प्लास्टिक लिमिटेड, 204 व 205 जी आई डी सी इंडस्ट्रियल एस्टेट, अंबरगांव, वलसाद	एग्रो टेक्सटाईल हाई डैनसिटी पालथिलीन (एच डी पी ई) वॉवन बैडस फार वर्मीकल्चर	15907	-	-	2010
15.	3804459	15-2-2012	मैसर्स डोंगा वाटरटेक प्रा लिमिटेड, प्लॉट नंबर 3, कैलास इंडस्ट्रियल एस्टेट, सर्वे नंबर 189/1 व 2, इस्लाम पेट्रोल पम्प के सामने, सानंद धिरमगाम हाइवे, एट आइवा, ता. सानंद, अहमदाबाद-382170	इरीगेशन इक्यूपमेंट स्प्रीनकलर पाईप	14151	2	-	2008
16.	3805360	16-2-2012	मैसर्स एसट्राल पालिटेकनिक लिमिटेड, 207/1, एसट्राल हाऊस, राजपथ क्लब, अहमदाबाद-380059	अनप्लास्टिसाइड पी वी सी पाईप फार पोटेबल वाटर सपलाईस	4985	-	-	2000

1	2	3	4	5	6	7	8	9
17.	3805562	16-2-2012	मैसर्स डोंगा वाटरटेक प्रा लिमिटेड, प्लाट नंबर 3, कैलाश इंडस्ट्रियल एस्टेट, सर्वे नंबर 189/1 व 2, एसार पेट्रोल पम्प के सामने, सानंद विरमगाम हाइवे, एट आइवा, ता सानंद, अहमदाबाद-382170	इरीगेशन इक्यूपमेंट - पालीथलीन पाईप फार इरीगेशन लेट्रल	12786	-	-	1989
18.	3806867	17-2-2012	मैसर्स जय इलेक्ट्रिकल इंडस्ट्रीज, 5, राजकमल एस्टेट, सोनी चाल के पास, ओढव रोड, रखियाल, अहमदाबाद-380023	थ्री फेस इंडक्शन मोटर्स	325	-	-	1996
19.	3806968	23-2-2012	मैसर्स स्पिंग बर्ड पालीटैक, 18, सिधी एस्टेट, पाना एस्टेट रोड, मालेक साबन स्टेडियम के पास, अहमदाबाद रखियाल-380023	इरीगेशन इक्यूपमेंट - रोटेटिंग स्प्रिनकलर	12232	1	-	1996
20.	3808063	27-2-2012	मैसर्स नेटाफिम इरीगेशन इंडिया प्रा. लिमिटेड, 268-270, जी आई डी सी, मंजूसर, सावली, वडोदरा-391775	इरीगेशन इक्यूपमेंट - रोटेटिंग स्प्रिनकलर	12232	1	-	1996
21.	3808972	28-2-2012	मैसर्स पटेल इंजिनियरिंग वर्क्स, 5/105/106, भगवती फाउंडरी के सामने, ओढव, अहमदाबाद-382415	पम्पस - रिजैनेरेटिव या क्लीयर, कोल्ड वाटर	8472	-	-	1998
22.	3810050	28-2-2012	मैसर्स हवा इंजिनियर्स लिमिटेड 307, चांदोला पुलिस चौकी के पीछे अहमदाबाद-380028	स्वींग चैक टाईप रिफ्लक्स (नान रिटर्न) वाल्वस फार वाटर वर्क्स परपस	5312	1	-	2004
23.	3811355	29-2-2012	मैसर्स तुराखिया ओवरसीस प्रा. लिमिटेड, प्लाट नंबर 317-325, कारोली गांव, पोस्ट हाजीपुर, जलाराम सिरामिक्स के पास, गांधीनगर, ता. कलोल	वीनरड डैकोरेटिव प्लाईवुड	1328	-	-	1996

[सं. सीएमडी/13:11]

टी. बी. नारायणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 30th July, 2012

S.O. 2567.— In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988 of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:—

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and address of the party	Title of the Standard	IS No.	Part	Sec.	Year
1.	3800148	2-2-2012	M/s. C.H. Patel & Co. Block No. 268 & 19, Patel Compound, Behind Market Yard Vadodara Bodeli-391135	Precast concrete pipes (with and without reinforcement)	458	-	-	2003

1	2	3	4	5	6	7	8	9
2.	3802758	7-2-2012	Endeavour Instrument Pvt. Ltd., 45/3, Changodar Industrial Area, Ahmedabad Dist. Co-op. Bank Road, Opp. S.T. Stand, Sarkhej Bavla Highway Changodar, Taluka Sanand, Ahmedabad- 382213	Electronic weighing systems	9281	3	-	1981
3.	3801554	8-2-2012	M/s. R. R. Industries Plot No. 54 & 65, New GIDC Valsad, Umbergaon-396171	Wrough aluminium utensils	1660	-	-	2009
4.	3801655	8-2-2012	M/s. R. R. Industries Plot No. 54 & 65, New GIDC Valsad, Umbergaon-396171	Domestic pressure cookers	2347	-	-	2006
5.	3801958	8-2-2012	M/s. Radhe Industries Plot No. 1517, Phase-II, Near Old Khodiyal Hotel, G.I.D.C. Gandhinagar, Chhatral-382729	Domestic pressure cookers	2347	-	-	2006
6.	3802253	8-2-2012	M/s. Maniratna Ornaments (India) Pvt. Ltd., 1. Shankheshwar Complex, Opp. Ambamata Mandir, V.P. Road, Valsad-374521	Gold and gold alloys, jewellery/artefacts - fineness and marking	1417	-	-	1999
7.	3802354	8-2-2012	M/s. Choksi Balmukund Jamnadas & Brothers, 2365/66, Near Ranina Hajira, Manek Chowk, Ahmedabad-380001	Gold and gold alloys, jewellery/artefacts - fineness and marking	1417	-	-	1999
8.	3802455	8-2-2012	M/s. Krishna Jewellers 798, Opp. Gurjar Pol, Prantij, Dist. Sabarkantha Prantij-383205	Gold and gold alloys, jewellery/artefacts - fineness and marking	1417	-	-	1999
9.	3802556	8-2-2012	Chintan Jewellers 2/A, Suyog Complex, Opp. Baliyadev Mandir, Near Vejalpur bus station, Ahmedabad- 380051	Gold and gold alloys, jewellery/artefacts - fineness and marking	1417	-	-	1999
10.	3803154	10-2-2012	Paragon Synthetics & Polymers Ltd., Unit-II, 102/2, G.I.D.C. Makarpura, Vadodara-390010	Unplasticized PVC pipes for potable water supplies	4985	-	-	2000
11.	3805461	13-2-2012	Ocean Mineral & Beverage Plot No. 3/P2, Vill. Panelav, Tal Halol-389350, Panchmahal- 389350	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
12.	3803659	14-2-2012	Vanubhai Jewellers Sameshwar Mahadevs Street, Opp. Ranchodji Temple, M.G. Road, Vadodara -390001	Gold and gold alloys, jewellery/artefacts - fineness and marking	1447	-	-	1999
13.	3804257	14-2-2012	M/s. Hima Sales Corporation Block No. 759/6, Near Nilkanth Hotal, Opp. Serve Pharma, Rakkanpur, Gandhinagar	Cable trunking and ducting systems for electrical installations Part 2 cable trunking and ducting systems intended for mounting on walls or ceiling	14927	2	-	2001

1	2	3	4	5	6	7	8	9
14.	3805158	14-2-2012	Union Quality Plastics Limited 204 & 205, GIDC Industrial Estate, Umbergaon, Valsad	Agro-textiles-high density polyethylene (hdpe) woven beds for vermiculture	15907	-	-	2010
15.	3804459	15-2-2012	Donga Watertech, Pvt., Ltd. Plot No. 3, Kailash Industrial Estate, Survey No. 189/1 & 2, Opp. Essar Petrol Pump, Sanand Virangam Highway At. Iyava Tal- Sanand, Ahmedabad- 382170	Irrigation equipment- sprinkler pipes	14151	2	-	2008
16.	3805360	16-2-2012	Astral Polytechnik Limited 207/1, Astral House, B/H Rajpath Club, Ahmedabad-380059	Unplasticized PVC pipes for potable water supplies	4985	-	-	2000
17.	3805562	16-2-2012	Donga Watertech Pvt. Ltd., Plot No. 3, Kailash Ind. Estate, Survey No. 189/1 & 2, Opp. Essar Petrol Pump Sanand- Virangam highway At. Iyava, Tal - Sanand, Ahmedabad-382170	Irrigation equipment - polyethylene pipes for irrigation laterals	12786	-	-	1989
18.	3806867	17-2-2012	M/s. Jai Electrical Industries 5, Rajkamal Estate Near Soni Chawl, Odhav Road, Rakhial, Ahmedabad- 380023	Three-phase induction motors	325	-	-	1996
19.	3806968	23-2-2012	Spring Bird Polytech 18, Siddhi Estate, Panna, Estate Road, Near Malek Saban Stadium, Ahmedabad, Rakhial -380001	Irrigation equipment - rotating sprinkler	12232	1	-	1996
20.	3808063	27-2-2012	Netafim Irrigation India Pvt. Ltd., 268, 270, G.I.D.C. Manjusr, Savli, Vadodara -391775	Irrigation equipment - rotating sprinkler	12232	1	-	1996
21.	3808972	28-2-2012	Patel Engineering Works 5/105/106, Opp. Bhagawati Foundry, Odhav Ahmedabad- 382415	Pumps - regenerative or clear, Cold water	8472	-	-	1998
22.	3810050	28-2-2012	Hawa Engineers Ltd., 307, Behind Chandola Police Chowky, Chandola, Ahmedabad-380028	Swing check type reflux (non-return) valves for water works purposes	5312	1	-	2004
23.	3811355	29-2-2012	Turakhia Overseas Pvt. Ltd., Plot No. 317-325, Karoli Village, Post : Hajipur, Near Jalaram Ceramic, Gandhinagar, Taluka Kalol	Veneered decorative plywood	1328	-	-	1996

[No. CMD/13:11]

T. B. NARAYANAN, Scientist 'F' & Head

नई दिल्ली, 30 जुलाई, 2012

का.आ. 2568.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उप-विनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है :-

अनुसूची

क्र. सं.	लाइसेंस संख्या सीएम/एल-	लाइसेंसधारी का नाम व पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
1.	7655084	मैसर्स चोकसी मणीलाल कालिदास तथा सन्स, बी/30, यागनिक चैम्बर्स, एस टी बस स्टैंड के सामने, पी ओ मानसा, डि गांधीनगर-382845	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417: 1999	15-02-2012
2	7980301	मैसर्स लक्ष्मी ज्वैलर्स, 13-ए, आर ई सी नंबर 61, शॉप नंबर 2021/, जॉली आरकडे, रंगीला पार्क के सामने, गोड डोड रोड, आथवा, सुरत-395001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417: 1999	15-02-2012
3.	7911379	मैसर्स हाई डिस्चार्ज सबमर्सिबल पम्प, 29, यादव एस्टेट, नवाब एस्टेट, जी डी रोड, सैजपुर, अहमदाबाद-382345	सबमर्सिबल पम्पसेट आई एस 8034: 2002	28-02-2012

[सं. सीएमडी/13:13]

टी. बी. नारायणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 30th July, 2012

S.O. 2568.—In pursuance of sub-regulation (6) of the Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988 of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :-

SCHEDULE

Sl. No.	Licences No. CM/L-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	7655084	M/s. Choksi Manilal Kalidas & Sons, B/30, Yagnik-Chambers, Opp. S. T. Bus Stand, PO : Mansa, Distt. : Gandhinagar-382845	Gold and gold alloys, jewellery/artefacts-fineness and marking IS 1417:1999	15-02-2012
2.	7980301	M/s. Laxmi Jewellers 13-A, RE. S.H. No. 61, Shop No. 2021/, Jolly Arcade Opp. Rangila Paark, Ghod Dod Road, Athwa, Surat-395001	Gold and gold alloys, jewellery/artefacts-fineness and marking IS 1417:1999	15-02-2012

(1)	(2)	(3)	(4)	(5)
3.	7911379	M/s. High Discharge Submersible Pump 29, Yadav Estate, Opp Navab Estate, G. D. Road, Saijpur, Ahmedabad-382345	Submersible Pumpsets IS 8034: 2002	28-02-2012

[No. CMD/13:13]

T. B. NARAYANAN, Scientist 'F' & Head

नई दिल्ली, 30 जुलाई, 2012

का.आ. 2569.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि, वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनु वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) (9)
1.	3808568	01-03-2012	मैसर्स ड्यूटान पालिमर्स लिमिटेड, एन एच नंबर 8, ब्लॉक नंबर 642, एट हरियाला, ता मातर, खेडा, हरियाला-387411	क्लोरीनेटिड पी वी सी पाइप फार पोटेबल हॉट तथा कोल्ड वाटर डिस्ट्रिब्यूशन सप्लाइस	15778		- 2007
2.	3809368	02-03-2012	मैसर्स अवेसोम स्पाकलर्स, 319, क्लासिक काम्पलैक्स, ए वी सन्स, गोड डोड रोड, सुरत-395007	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417		- 1999
3.	3809469	02-03-2012	मैसर्स ओम ज्वैलर्स, 79/नाविल पार्क सोसाइटी, गायत्री मंदिर के पीछे, आलथा, सुरत-395017	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417		- 1999
4.	3809570	02-03-2012	मैसर्स कुबेर ज्वैलर्स, एट पारदीबाजार, कलोल, पंचमहल-389330	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417		- 1999
5.	3809671	02-03-2012	मैसर्स गुरुकृपा ज्वैलर्स, 3/28, स्टेट बैंक ऑफ सौराष्ट्र के पास, पी ओ पेटलाड, आनंद-388450	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417		- 1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
6.	3811052	02-03-2012	मैसर्स अंज हैल्थ केयर बी-3, शंकर भाई पटेल एस्टेट, एट मंजूसर, ता सावली, डिस्ट्रिक्ट वडोदरा	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
7.	3812054	07-03-2012	मैसर्स कृष्णा एंटरप्राइस, 18, शिवम इंडस्ट्रियल एस्टेट, पार्ट 1, निर्मल पार्क, ओढव अहमदाबाद-382410	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
8.	3812155	07-03-2012	मैसर्स एईरा यूरो आटोमेशन प्रा. लिमिटेड, प्लॉट नंबर 124, एइरा एसटेट, सिक्यूरिटी एस्टेट के पीछे, काशीराम टैक्सटाईल मिल के पास, नरोल रोड, अहमदाबाद-382405	एक्स्प्लोसिव एटमोसफियर	आई एस/ 1 आई ई सी 60079	-	-	2007
9.	3811961	09-03-2012	मैसर्स एस एन बी ज्वैलर्स प्रा. 6/2066, हरीपुरा, हाट फालिया, घीकाटा रोड, सूरत-395003	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
10.	3811254	09-03-2012	मैसर्स जे जे ज्वैलर्स राओपुरा, शीयापुराण, लोहाना बिल्डिंग के पास, वडोदरा-390001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
11.	3811860	12-03-2012	मैसर्स निधी इंडस्ट्रीज, प्लॉट नंबर 1-102, रोड नंबर 6, जी आई डी सी, सचिन, सूरत-394230	एमिटिंग पाईप सिस्टम	13488	-	-	2008
12.	3813056	12-03-2012	मैसर्स अमिन बिबरेजस प्रा. लिमिटेड, 2/5, बी आई डी सी एसटेट, गोरवा, वडोदरा-390016	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
13.	3813561	12-03-2012	मैसर्स केनकुक् एपजासिस बी-245, न्यू एसटेट रोड नंबर 6-डी, उधना, उद्योगनगर, सूरत-394210	डोमैस्टिक प्रेशर कुकर	2347	-	-	2006

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
14.	3813864	13-03-2012	मैसर्स शिव प्रोडक्ट्स प्रा. लि., प्लॉट नंबर 75, सातेज वडसर रोड, रामदेव मसाला फैक्टरी के पास, गांव सातेज, ता कलोल डि. गांधीनगर-382010	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
15.	3812963	13-03-2012	मैसर्स श्री साई नीर इंडस्ट्रीज, 58/1, चिराग इंडस्ट्रियल एसटेट, रेवाभाई एसटेट रोड के पास, सी टी एम अमराईवाडी, अहमदाबाद-380026	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
16.	3813662	15-03-2012	मैसर्स सूर्या जवैलर्स एफ एफ-146, 147, गंगोत्री कामप्लेक्स, यश कामप्लेक्स, के सामने गोतरी, वडोदरा-390021	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
17.	3818369	16-03-2012	मैसर्स डायमंड पावर इंफ्रास्ट्रक्चर लिमिटेड, फेस- II, गांव वडाडला ता. सावली, डि. वडोदरा	क्रास लिंकड पालीथलीन इंसूलेटिड थर्मोप्लास्टिक शीथड केबलस	7098	3	-	1993
18.	3819472	19-03-2012	मैसर्स सिंग तथा कम्पनी, प्लॉट नंबर 3602, फेस IV, जी आई डी सी, वापी, डि. वलसाद-396195	ड्रम लार्ज ओपन टाप	13997		-	1994
19.	3818167	23-03-2012	मैसर्स केयरवैल सेफ्टी सिस्टमस, प्लॉट नंबर 95, एक्सपैंशन एरिया, जी आई डी सी, इंडस्ट्रियल एसटेट, अंबरगांव, डि वलसाद	इंडस्ट्रियल सेफ्टी सिस्टमस	2925		-	1984
20.	3821257	28-03-2012	मैसर्स बायर क्राप साईस लिमिटेड, प्लॉट नंबर 66/1 से 75/2 तक, जी आई डी सी एसटेट, हिम्मतनगर, साबरकांटा-383001	डैल्टामैथरिन यू एल वी	15227		-	2002
21.	3819775	29-03-2012	मैसर्स सुपर साल्टस प्रा. लिमिटेड, सर्वे नंबर 1414- 1416, 1419-1421, 1427- 1431, 1443 एवं 1554- 1556, गांव मगनाड, ता जंबूसर, भारूच-392150	आयोडासिडट साल्ट	7224		-	2006

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
22.	3822663	31-03-2012	मैसर्स देवीदयाल (सेल्स) लिमिटेड, 50/ए जी आई डी सी, इंडस्ट्रियल एस्टेट, डैरोल कलोल पंचमहल, कलोल 389330	टैमीफोस इमलस्फायेबल कंसनट्रेट्स	8498		-	1977

[सं. सीएमडी/13:11]

टी. बी. नारायणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 30th July, 2012

S.O. 2569.—In pursuance of sub-regulation (5) of the Regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3808568	1-3-2012	Dutron Polymers Ltd. N.H. No.8, Block No. 642, At Hariyala, Tal Matar, Kheda Hariyala 387411	Chlorinated PVC pipes for potable hot and cold water distribution supplies	15778	-	-	2007
2.	3809368	2-3-2012	Awesome Sparklers 319, Classic Complex, Opp A. V. Sons, Ghod-dod-Road Surat 395007	Gold and gold alloys, Jewellery/ artefacts—fineness and marking	1417	-	-	1999
3.	3809469	2-3-2012	Aum Jewells 79/Navil Park Society, B/H Gaytri Temple Altha, Surat 395017	Gold and gold alloys, Jewellery/ artefacts—fineness and marking -	1417	-	-	1999
4.	3809570	2-3-2012	Kuber Jewellers, At. Parvdibazar, Kalol Panchanahal 389330	Gold and gold alloys, Jewellery/ artefacts—fineness and marking	1417	-	-	1999
5.	3809671	2-3-2012	Gurukrupa Jewellers, 3/28. NR State Bank of Saurashtra, P.O. Petlad Anand 388450	Gold and gold alloys, Jewellery/ artefacts—fineness and marking	1417	-	-	1999
6.	3811052	2-3-2012	Anj Hael Thcare B-3, Shankarbhai Patel Estate, At Manjusar, Tal Savli Dist. Vadodara	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
7.	3812054	7-3-2012	Krishna Enterprise 18, Shivam Industrial Estate, Part 1, Nirmal Park, Odhav, Ahmedabad 382410	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
8.	3812155	7-3-2012	Aira Euro Automation Pvt Ltd., Plot No. 124, AIRA Estate, B/H Security Estate, Near Kashiram Textile Mill Narol Road, Ahmedabad 382405	Explosive atmospheres part I equipment protection by flameproof enclosures "d"	IS/IEC 60079	1	-	2007
9.	3811961	9-3-2012	SNB Jewellers Pvt., 6/2066, Haripura, Hat Faliya Gheekata Road Surat 395003	Gold and gold alloys, Jewellery/ artefacts—fineness and marking	1417	-	-	1999
10.	3811254	9-3-2012	J.J. Jewellers, Raopura, Shiyapuran Near Lohana Bulding Vadodara 390001	Gold and gold alloys, Jewellery/ artefacts—fineness and marking	1417	-	-	1999
11.	3811860	12-3-2012	Nidhi Industries Plot No. 1-102, Road, No. 6, G.I.D.C. Sachin, Surat 394230	Emitting pipes system	13488	-	-	2008
12.	3813056	12-3-2012	M/s. Amin Beverages Pvt Ltd. 2/5 B..I.D.C. Estate, Gorwa Vadodara 390016	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
13.	3813561	12-3-2012	Kencook Appliances B-245, New Estate Road No. 6-D Udhana, Udhyognagr Surat 394210	Domestic pressure cookers	2347	-	-	2006
14.	3813864	13-3-2012	Shiv Products Pvt Ltd. Plot No. 75, Santej- Vadsar Road, Near Ramdev Masala Factory, Village Satej, Tal Kalol Dist. Gandhinagar 382010	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
15.	3812963	13-3-2012	Shree Sai Neer Industries, 58/1, Chirag Industrial, Estate, Near Revabhai Estate Road, C.T.M. Amraiwadi Ahmedabad 380026	Packed drinking water (other than packaged natural mineral water)	14543	-	-	2004
16.	3813662	15-3-2012	M/s. Surya Jewellers, FF-146, 147, Gangotri Complex, Opp. Yesh Complex, Gotri Vadodara 390021	Gold and gold alloys, Jewellery/ artefacts—fineness and marking	1417	-	-	1999
17.	3818369	16-3-2012	Diamond Power Infrastructure Ltd. Phase-II, Village Vadadala, Tal Savli Dist Vadodara	Cross-linked polyethylene insulated thermoplastic sheathed cables	7098	3	-	1993
18.	3819472	19-3-2012	Singh and Companies Plot No. 3602 Phase IV, G.I.D.C. Vapi Dist Valsad 396195	Drums large open top	13997	-	-	1994
19.	3818167	23-3-2012	Carewell Safety Systems, Plot No.95, Expansion Area, G.I.C.D. Industrial Estate, Umbergaon Dist Valsad	Industrial safety helmets	2925	-	-	1984
20.	3821257	28-3-2012	Bayer Cropscience Limited, Plot No. 66/1 to 75/2 GIDC Estate Himatnagar Sabarkantha 383001	Deltamethrin ulv	15227	-	-	2002
21.	3819775	29-3-2012	Super Salts Pvt. Ltd. Survey Nos. 1414-1416, 1419-1421, 1427-1431, 1443 & 1554-1556, Vill Magnad, Tal-Jambusar, Bharuch 392150	Iodized salt	7224	-	-	2006
22.	3822663	31-3-2012	Devidayal (Sales) Limited, 50/A, GIDC Industrial Estate Derol-Kalol, Panchamahar, Kalol Gujarat 389330	Temephos emulsifiable concentrates	8498	-	-	1977

[No. CMD/13 : 11]

T. B. NARAYANAN, Scientist 'F' & Head

नई दिल्ली, 30 जुलाई, 2012

का.आ. 2570.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है :-

अनुसूची

क्र. सं.	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	7714680	मैसर्स गिरिशचंद्रा नानचंदभाई चोकसी, 3/137, नवापुरा, पारसी शेरी, डि: सूरत 395003	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417: 1999	12-03-2012

[सं. सीएमडी/13:13]

टी. बी. नारायणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 30th July, 2012

S.O. 2570.—In pursuance of sub-regulation (6) of the Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988 of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :—

SCHEDULE

Sl. No.	Licence No. CML-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	7714680	M/s. Girish Chandra Nanchandbhai Choksi, 3/137, Nawapura, Parsi Sheri, Distt : Surat 395003	Gold and gold alloys, jewellery/artefacts-fineness and marking IS 1417:1999	12-03-2012

[No. CMD/13:13]

T. B. NARAYANAN, Scientist 'F' & Head

कोयला मंत्रालय

नई दिल्ली, 7 अगस्त, 2012

का.आ. 2571.—केन्द्रीय सरकार ने, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्याक का.आ. 2954 तारीख 30 नवम्बर, 2010 द्वारा जो भारत के राजपत्र भाग-II, खण्ड-3, उप-खण्ड (ii) तारीख 4 दिसम्बर, 2010 में प्रकाशित की गई थी उक्त अधिसूचना से संलग्न अनुसूची में यथा विनिर्दिष्ट अवस्थान में ऐसी भूमि में या उस पर के सभी अधिकारों के अर्जन करने के अपने आशय की सूचना दी थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और महाराष्ट्र सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 1596.00 हेक्टेयर (लगभग) या 3943.786 एकड़ (लगभग) माप वाली भूमि और ऐसी भूमि में या उस पर के सभी अधिकार अर्जित किए जाने चाहिए ;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में यथा वर्णित 1596.00 हेक्टेयर (लगभग) या 3943.786 एकड़ (लगभग) माप वाली भूमि में या ऐसी भूमि पर के सभी अधिकार अर्जित किए जाते हैं ।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्याक सी.1(ई) III/एफयूआर/871-1011 तारीख 3 अक्टूबर, 2011 का निरीक्षण कलेक्टर, नागपुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक 1, काउंसिल हाउस स्ट्रीट, कोलकाता - 700001 के कार्यालय में या महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल एस्टेट, सिविल लाइन्स, नागपुर-440001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

अनुसूची

दिनेश ओपनकास्ट (मकरधोकरा-III) खान

उमरेर क्षेत्र

जिला-नागपुर (महाराष्ट्र)

[रेखांक संख्याक सी.1(ई) III/एफयूआर/871-1011 तारीख 3 अक्टूबर, 2011]

सभी अधिकार

क्रम सं.	ग्राम का नाम	पटवारी सर्चिल संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणियां
1	2	3	4	5	6	7
1.	मकरधोकरा	17	उमरेर	नागपुर	646.84	भाग
2.	सुकली	16	उमरेर	नागपुर	447.55	भाग
3.	बोपेश्वर	17	उमरेर	नागपुर	205.81	भाग
4.	हेवटी	18	उमरेर	नागपुर	209.63	भाग
5.	कटारा	22	उमरेर	नागपुर	46.88	भाग
6.	दहेगांव	16	उमरेर	नागपुर	28.77	भाग
7.	सायकी	16	उमरेर	नागपुर	10.52	भाग

कुल क्षेत्र :- 1596.00 हेक्टर (लगभग)

या 3943.786 एकड़ (लगभग)

ग्राम मकरधोकरा में अर्जित किए गए प्लॉट संख्यांक :

26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40/1, 40/2, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 73, 74, 75, 76, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90/1, 91/2, 93, 94, 95, 96, 97, 98, 99/1, 99/2, 100/1, 100/2, 101, 102, 103, 104, 105, 106/1, 106/2, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116/1, 116/2, 117, 118/1, 118/2, 119, 136/1, 136/2, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151/1, 151/2, 152/1, 152/2, 153, 154, 155, 161, 162, 163, 164, 165/1क, 165/1ख1, 165/1ख2, 165/2, 166/1, 166/2, 166/3, 167, 168, 169, 170, 171/1, 171/2, 172/2, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 186/2, 187, 188, 189/1, 189/2, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201/1, 201/2, 202, 203, 204/1, 204/2, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215/1, 215/2, 215/3, 216/1, 216/2, 217, 218, 219, 220, 221, 222/1, 222/2, 223, 224/1, 224/2, 224/3, 224/4, 225, 226/1, 226/2, 227, 228, 229/1क, 229/1ख, 229/2, 229/3, 229/4, 230, 231, 232/1, 232/2, 232/3, 233/1क, 233/1ख, 233/2, 233/3, 234/1/का, 234/1/क2, 234/1/क3, 234/1/क4, 234/1/ख1, 234/1/ख2, 234/1/ख3, 234/1/ख4, 234/1ग, 234/2, 234/3, 234/4, 234/5क, 234/5ख, 234/6क, 234/6ख, 235/1, 235/2, 236, 237, 238, 239, 240/1क, 240/1ख, 240/2, 240/3, 241/1, 241/2, 241/3, 241/4, 242, 243, 244/1, 244/2, 245, 246, 247/1, 247/2, 248, 249, 250/1क, 250/1ख, 250/2, 250/3, 251, 251/1, 252/2, 253, 254/1, 254/2, 254/3, 255, 256, 257/1, 257/2, 258/1, 258/2, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273/1, 273/2, 274, 275/1, 275/2, 276/1, 276/2, 276/3, 276/4, 276/5, 277, 278, 279, 280, 281, 282, 283, 284, 285/1, 285/2, 286, 287, 288/1, 288/2, 288/3, 288/4, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303/1, 303/2, 304, 305, 306, 307, 308, 309, 310/1क, 310/1ख, 310/2, 310/3, 311, 312, 313/1, 313/2, 314/1, 314/2, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329/1क, 329/1ख, 329/2, 330, 331, 332, 333/1, 333/2, 333/3, 334, 335/1, 335/2, 336, 337/1, 337/2, 559, 571/1, 571/2, 571/3, 574.

575, 578, 579/1, 579/2, 580, 581, 582, 583, 584, 585, 588, 589, 590, 591, 592, 593, 594/1, 594/2, 595, 596/1क, 596/1ख, 596/2, 597, 598, 599, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, नहर, नाला और सड़क।

ग्राम सुकली में अर्जित किए गए प्लॉट संख्यांक :

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12/1, 12/2, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22/1, 22/2, 23, 24, 25, 26/1, 26/2, 26/3, 26/4, 27, 28, 29/1, 29/2, 30/1, 30/2, 31, 32, 33/1, 33/2, 34/1, 34/2, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47/1, 47/2, 47/3, 48, 49, 50, 51, 52/1, 52/2, 52/3, 52/4, 53/1, 53/2, 53/3, 54, 55, 56, 72, 73, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107/2, 109, 110/1, 110/2, 110/3, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120/1, 120/2, 120/3, 121, 122, 123, 124/1, 124/2, 125/1, 125/2, 125/3, 126/1, 126/2, 127, 128, 129/1, 129/2, 129/3, 130, 131, 132, 133, 134, 135, 136, 137/1, 137/2, 138, 139, 140/1, 140/2, 141, 142, 143/1, 143/2, 144/1, 144/2, 145, 146, 147, 148, 149, 150, 151, 152, 153/1, 153/2, 154, 155, 156/1, 156/2, 156/3, 156/4, 156/5, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168/1, 168/2, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178/1, 178/2, 179, 180, 181, 182, 183, नहर, नाला और सड़क।

ग्राम बोपेश्वर में अर्जित किए गए प्लॉट संख्यांक :

1, 2, 3, 4, 5, 6, 8/1, 8/2, 9/1, 9/2, 10, 11, 12, 13, 14, 15, 16/1, 16/2, 17/1क, 17/1ख, 17/2क, 17/2ख, 18, 19/1, 19/2, 20/1, 20/2, 20/3, 20/4, 21/1, 21/2, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31/1, 31/2, 33, 34, 35, 36, 37/1/1, 37/1/2, 37/1/3, 37/1क, 37/1ख, 37/2, 37/3, 37/4, 38, 39, 40/1, 40/2, 41/1, 41/2, 41/3, 41/4, 42/1, 42/2, 77, 78, 79, 80/1, 80/2, 80/3, 80/4, 81, 82/1, 82/2, 83, 84, 85/1, 85/2, 86, 87, 88, 89, 90, 91/1, 91/2, 91/3, 91/4, 92/1, 92/2, 93/1, 93/2, 94/1, 94/2, 94/3, 95, 96, 97/1, 97/2, 97/3, 97/4, 97/5, 98/1, 98/2, 98/3, 98/4, 98/5, 98/6, 99, 100, 101/1, 101/2, 102/1, 102/2, 102/3, 103, 104/1, 104/2क, 104/2ख, 104/3, 104/4, 104/5, 105/1, 105/2, 105/3, 106/1, 106/2, 107, 108, 109/1, 109/2, 110, 111/1, 111/2, 112/1, 112/2, 113/1, 113/2, 114/1, 114/2, 115, 116/1, 116/1क, 116/1क2, 116/1क3, 116/1ग, 116/2, 116/3, 116/3क, 116/4, 116/5, 116/6, 117, 118, 119/1, 119/2, 120, 121, 122, 123, 124, नाला सड़क।

ग्राम हेवटी में अर्जित किए गए प्लॉट संख्यांक :

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14/1, 14/2, 15/1, 15/2, 15/3, 15/4, 16/1, 16/2, 16/3, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31/1, 31/2, 31/3, 31/4, 32, 33, 34, 35, 36, 37, 38/1, 38/2, 38/3, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 60, 61/1, 61/2, 62, 102/1, 102/2, 102/3, 103, 104, 105, 106, 107/1, 107/3, 111, 112/1, 112/2, 112/3, 113, 114, 115, 116/1, 116/2, 117, 118, 119, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180/1, 180/2, 181, 182, 183, 184, 185, 186, 187, 193, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 247, 249, 250, 251, 252/1क, 252/1ख, 252/2, 252/3क, 252/3ख, 252/4, 253, 254/1, 254/2, 255/1, 255/2, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, नहर, नाला और सड़क।

ग्राम कटारा में अर्जित किए गए प्लॉट संख्यांक :

6/1 और 7/3, 6/2 और 7/3क, 7/1, 7/2, 7/4, 8/1, 8/2, 9/1, 9/2, 9/3, 9/4, 9/5, 9/6, 9/7, 9/8, 9/9, 9/10, 10/1, 10/2, 11, 12, 13/1, 13/2, 13/3, 13/4, 13/5, 14, 15, 16, 17, 18, 19, 25, 26, 27, 28, 29, 30, 31, 32, 33, 131, 132/1, 132/2, 132/3, 132/4, 132/5, सड़क।

ग्राम दहेगांव में अर्जित किए गए प्लॉट संख्यांक :

94/1, 94/2, 95, 96, 97, 98, 99, 100, 106, 107, नाला, सड़क।

ग्राम सायकी में अर्जित किए गए प्लॉट संख्यांक :

215, 216, 219, नाला, सड़क।

सीमा वर्णन :—

क+ख : रेखा ग्राम सायकी और ग्राम सुकाली की सम्मिलित ग्राम सीमा पर बिन्दु 'क' से आरंभ होती है और ग्राम सुकाली में प्लॉट संख्यांक 56 (वन) से होकर गुजरती है फिर प्लॉट संख्यांक 51, 52/1, 52/2, 52/3, 52/4, 53/1, 53/2, 53/3 की बाह्य सीमा से लगकर गुजरती है और सड़क पार करती है फिर प्लॉट संख्या 55 की बाह्य सीमा से लगकर गुजरती है और सड़क पार करके, सड़क और नाले से लगकर गुजरती है फिर प्लॉट संख्या 72 (सरकारी) से होकर गुजरती है फिर सड़क पार करती है और फिर प्लॉट संख्या 73 से होकर गुजरती है, फिर सड़क पार करती है, फिर प्लॉट संख्यांक 94, 102, 103, 107/2, 106, 109, 116 की बाह्य सीमा से लगकर गुजरती है और ग्राम सुकाली और ग्राम हेवटी की सम्मिलित ग्राम सीमा पर बिन्दु 'ख' पर मिलती है।

- ख-ग : रेखा ग्राम हेवटी से नहर के किनारे से लगकर बिन्दु 'ख' से गुजरती है फिर प्लॉट संख्यांक 60, 61/2, 61/1, 62 की बाह्य सीमा से लगकर गुजरती है, नहर पार करती है फिर प्लॉट संख्यांक 102/2, 107/3, 107/1, 111, 112/2, 112/3, 112/1, 114 (वन) की बाह्य सीमा से लगकर गुजरती है फिर सड़क पार करती है और पुनः प्लॉट संख्यांक 115, 116/1, 119(वन), 118, 174, 172, 171, की बाह्य सीमा से लगकर गुजरती है फिर सड़क पार करती है और फिर प्लॉट संख्यांक 184, 187, 186, 193, 222, 221, 220 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'ग' पर मिलती है।
- ग-घ : रेखा ग्राम हेवटी से प्लॉट संख्यांक 220, 231, 232, 233, 249, 247 की बाह्य सीमा से लगकर गुजरती है फिर नाला पार करती है और ग्राम हेवटी और ग्राम बोपेश्वर की सम्मिलित ग्राम सीमा पर बिन्दु 'घ' पर मिलती है।
- घ-ङ. : रेखा ग्राम बोपेश्वर से, प्लॉट संख्यांक 41/1, 42/1, 42/2 फिर 42/1, 40/1, 36, 33, 34, 35, 31/1, 29, 28, 77, 78, 79, 80/2, 80/4 की सम्मिलित सीमा से लगकर बिन्दु 'घ' से आरंभ होती है फिर ग्राम बोपेश्वर और ग्राम कटारा की सम्मिलित सीमा को पार करती है फिर ग्राम कटारा से प्लॉट संख्यांक 19 की सम्मिलित सीमा से लगकर गुजरती है, सड़क पार करती है और प्लॉट संख्या 25 की सम्मिलित सीमा से लगकर गुजरती है और बिन्दु 'ङ.' पर मिलती है।
- ङ.-च : रेखा ग्राम कटारा से होते हुए बिन्दु 'ङ.' से आरंभ होती है, रेलवे की सीमा और प्लॉट संख्यांक 25, 26, 27, 28, 29, 30, 31, 32, 33 की बाह्य सीमा से एक साथ लगकर गुजरती है फिर सड़क पार करती है, फिर रेलवे की सीमा और प्लॉट संख्यांक 9/4, 9/5, 8/2, 7/2, 7/4, 7/1, 6/2, और 7/3क, 131, फिर 6/2 और 7/3क, की बाह्य सीमा से एक साथ लगकर गुजरती है फिर ग्राम कटारा और ग्राम बोपेश्वर की सम्मिलित ग्राम सीमा को पार करती है फिर रेखा ग्राम बोपेश्वर से रेलवे सीमा और प्लॉट संख्यांक 117, 118, 124, 123 की बाह्य सीमा से एक साथ लगकर गुजरती है फिर ग्राम बोपेश्वर और ग्राम मकरधोकरा से, सड़क से लगकर गुजरती है, फिर रेलवे सीमा और प्लॉट संख्यांक 203, 161 सड़क, 154, 155 की बाह्य सीमा से एक साथ लगकर गुजरती है और नाले के मध्य में बिन्दु 'च' पर मिलती है।
- च-छ : रेखा, ग्राम मकरधोकरा से होते हुए बिन्दु 'च' से आरंभ होती है, रेलवे सीमा और प्लॉट संख्यांक 137 की बाह्य सीमा से एक साथ लगकर गुजरती है फिर सड़क पार कर, सड़क के किनारे से लगकर गुजरती है, फिर प्लॉट संख्यांक 136/2, 119 की बाह्य सीमा से लगकर गुजरती है फिर सड़क पार करती है और प्लॉट संख्यांक 73, 74, 598 की बाह्य सीमा से लगकर गुजरती है फिर नाला पार करती है, नाले के साथ गुजरती है, फिर प्लॉट संख्यांक 83, 89, 90/1, 91/2, 97, 96, 93 की बाह्य सीमा से एक साथ लगकर गुजरती है, फिर रेलवे सीमा और प्लॉट संख्यांक 93, 50, 49 की बाह्य सीमा से एक साथ लगकर गुजरती है फिर सड़क पार करती है और पुनः रेलवे सीमा और प्लॉट संख्यांक 33, 32, 26 (वन) की बाह्य सीमा से लगकर गुजरती है और ग्राम मकरधोकरा और ग्राम दहेगांव की सम्मिलित ग्राम सीमा पर बिन्दु 'छ' पर मिलती है।
- छ-क : रेखा, ग्राम दहेगांव से होते हुए बिन्दु 'छ' से आरंभ होती है, सड़क और प्लॉट संख्यांक 107 (वन), 106 (वन), 100 की बाह्य सीमा से एक साथ लगकर गुजरती है, फिर नाला पार करती है फिर सड़क और प्लॉट संख्यांक 94/2, 94/1, 96, 95 (वन) की बाह्य सीमा से एक साथ लगकर गुजरती है, फिर ग्राम दहेगांव और ग्राम सायकी की सम्मिलित ग्राम सीमा को पार करती है, फिर रेखा ग्राम सायकी से वन प्लॉट संख्या 219 से होकर गुजरती है, नाला पार करती है, फिर प्लॉट संख्या 216 (वन) से होकर गुजरती है, सड़क पार करती है फिर प्लॉट संख्या 215 (वन) से होकर गुजरती है और आरंभिक बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/4/2009 पीआरआईडब्ल्यू-1]

हेमन्त जैन, उप-सचिव

MINISTRY OF COAL

New Delhi, the 7th August, 2012

S.O. 2571.—Whereas by the notification of the Government of India in the Ministry of Coal number S. O. 2954, dated the 30th November, 2010, issued under Sub-section (1) of Section 7 of the Coal Bearing Areas- (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 4th December, 2010, the Central Government gave notice of its intention to acquire the land measuring 1596.00 hectares (approximately) or 3943.786 acres (approximately) and all rights in or over such lands in the locality specified in the Schedule appended to that notification;

And whereas the competent authority, in pursuance of Section 8 of the said Act, has made his report to the Central Government;

And whereas the Central Government after considering the report aforesaid and after consulting the Government of Maharashtra, is satisfied that the lands measuring 1596.00 hectares (approximately) or 3943.786 acres (approximately) and all rights in or over such lands as described in the Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby declares that the land measuring 1596.00 hectares (approximately) or 3943.786 acres (approximately) and all rights in or over such lands as described in the Schedule are hereby acquired.

The plan bearing number C-I (E)III/FUR/871-1011, dated the 3rd October, 2011 of the area covered by this notification, may be inspected at the office of the Collector, Nagpur (Maharashtra) or at the office of the Coal Controller, 1, Council House Street, Kolkata - 700 001 or at the office of the General Manager, Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur - 440 001 (Maharashtra).

SCHEDULE

DINESH OPENCAST (MAKARDHOKRA-III) MINE

UMRER AREA

DISTRICT—NAGPUR (MAHARASHTRA)

[Plan bearing number C-I (E)III/FUR/871-1011, dated the 3rd October, 2011]

(showing plot-wise land acquired in villages Makardhokra, Sukali, Bopeshwar, Hewati, Katara, Dahegaon and Sayaki and their boundary description).

All Rights :

Sl. No.	Name of Village	Patwari Circle number	Tahsil	District	Area in hectares	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Makardhokra	17	Umrer	Nagpur	646.84	Part
2.	Sukali	16	Umrer	Nagpur	447.55	Part
3.	Bopeshwar	17	Umrer	Nagpur	205.81	Part
4.	Hewati	18	Umrer	Nagpur	209.63	Part
5.	Katara	22	Umrer	Nagpur	46.88	Part
6.	Dahegaon	16	Umrer	Nagpur	28.77	Part
7.	Sayaki	16	Umrer	Nagpur	10.52	Part

**Total area : 1596.00 hectares (approximately)
or 3943.786 acres (approximately)**

Plot numbers acquired in village Makardhokra :

26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40/1, 40/2, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 73, 74, 75, 76, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90/1, 91/2, 93, 94, 95, 96, 97, 98, 99/1, 99/2, 100/1, 100/2, 101, 102, 103, 104, 105, 106/1, 106/2, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116/1, 116/2, 117, 118/1, 118/2, 119, 136/1, 136/2, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151/1, 151/2, 152/1, 152/2, 153, 154, 155, 161, 162, 163, 164, 165/1A, 165/1B1, 165/1B2, 165/2, 166/1, 166/2, 166/3, 167, 168, 169, 170, 171/1, 171/2, 172/2, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 186/2, 187, 188, 189/1, 189/2, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201/1, 201/2, 202, 203, 204/1, 204/2, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215/1, 215/2, 215/3, 216/1, 216/2, 217, 218, 219, 220, 221, 222/1, 222/2, 223, 224/1, 224/2, 224/3, 224/4, 225, 226/1, 226/2, 227, 228, 229/1A, 229/1B, 229/2, 229/3, 229/4, 230, 231, 232/1, 232/2, 232/3, 233/1A, 233/1B, 233/2, 233/3, 234/1/A1, 234/1/A2, 234/1/A3, 234/1/A4, 234/1/B1, 234/1/B2, 234/1/B3, 234/1/B4, 234/1C, 234/2, 234/3, 234/4, 234/5A, 234/5B, 234/6A, 234/6B, 235/1, 235/2, 236, 237, 238, 239, 240/1A, 240/1B, 240/2, 240/3, 241/1, 241/2, 241/3, 241/4, 242, 243, 244/1, 244/2, 245, 246, 247/1, 247/2, 248, 249, 250/1A, 250/1B, 250/2, 250/3, 251, 251/1, 252/2, 253, 254/1, 254/2.

254/3, 255, 256, 257/1, 257/2, 258/1, 258/2, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273/1, 273/2, 274, 275/1, 275/2, 276/1, 276/2, 276/3, 276/4, 276/5, 277, 278, 279, 280, 281, 282, 283, 284, 285/1, 285/2, 286, 287, 288/1, 288/2, 288/3, 288/4, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303/1, 303/2, 304, 305, 306, 307, 308, 309, 310/1A, 310/1B, 310/2, 310/3, 311, 312, 313/1, 313/2, 314/1, 314/2, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329/1A, 329/1B, 329/2, 330, 331, 332, 333/1, 333/2, 333/3, 334, 335/1, 335/2, 336, 337/1, 337/2, 559, 571/1, 571/2, 571/3, 574, 575, 578, 579/1, 579/2, 580, 581, 582, 583, 584, 585, 588, 589, 590, 591, 592, 593, 594/1, 594/2, 595, 596/1A, 596/1B, 596/2, 597, 598, 599, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, Canal, Nallah and Road.

Plot numbers acquired in village Sukali :

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12/1, 12/2, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22/1, 22/2, 23, 24, 25, 26/1, 26/2, 26/3, 26/4, 27, 28, 29/1, 29/2, 30/1, 30/2, 31, 32, 33/1, 33/2, 34/1, 34/2, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47/1, 47/2, 47/3, 48, 49, 50, 51, 52/1, 52/2, 52/3, 52/4, 53/1, 53/2, 53/3, 54, 55, 56, 72, 73, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107/2, 109, 110/1, 110/2, 110/3, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120/1, 120/2, 120/3, 121, 122, 123, 124/1, 124/2, 125/1, 125/2, 125/3, 126/1, 126/2, 127, 128, 129/1, 129/2, 129/3, 130, 131, 132, 133, 134, 135, 136, 137/1, 137/2, 138, 139, 140/1, 140/2, 141, 142, 143/1, 143/2, 144/1, 144/2, 145, 146, 147, 148, 149, 150, 151, 152, 153/1, 153/2, 154, 155, 156/1, 156/2, 156/3, 156/4, 156/5, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168/1, 168/2, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178/1, 178/2, 179, 180, 181, 182, 183, Canal, Nallah and Road.

Plot numbers acquired in village Bopeshwar :

1, 2, 3, 4, 5, 6, 8/1, 8/2, 9/1, 9/2, 10, 11, 12, 13, 14, 15, 16/1, 16/2, 17/1A, 17/1B, 17/2A, 17/2B, 18, 19/1, 19/2, 20/1, 20/2, 20/3, 20/4, 21/1, 21/2, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31/1, 31/2, 33, 34, 35, 36, 37/1/1, 37/1/2, 37/1/3, 37/1A, 37/1B, 37/2, 37/3, 37/4, 38, 39, 40/1, 40/2, 41/1, 41/2, 41/3, 41/4, 42/1, 42/2, 77, 78, 79, 80/1, 80/2, 80/3, 80/4, 81, 82/1, 82/2, 83, 84, 85/1, 85/2, 86, 87, 88, 89, 90, 91/1, 91/2, 91/3, 91/4, 92/1, 92/2, 93/1, 93/2, 94/1, 94/2, 94/3, 95, 96, 97/1, 97/2, 97/3, 97/4, 97/5, 98/1, 98/2, 98/3, 98/4, 98/5, 98/6, 99, 100, 101/1, 101/2, 102/1, 102/2, 102/3, 103, 104/1, 104/2A, 104/2B, 104/3, 104/4, 104/5, 105/1, 105/2, 105/3, 106/1, 106/2, 107, 108, 109/1, 109/2, 110, 111/1, 111/2, 112/1, 112/2, 113/1, 113/2, 114/1, 114/2, 115, 116/1, 116/1/A1, 116/1/A2, 116/1/A3, 116/1C, 116/2, 116/3, 116/3A, 116/4, 116/5, 116/6, 117, 118, 119/1, 119/2, 120, 121, 122, 123, 124, Nallah and Road.

Plot numbers acquired in village Hewati :

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14/1, 14/2, 15/1, 15/2, 15/3, 15/4, 16/1, 16/2, 16/3, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31/1, 31/2, 31/3, 31/4, 32, 33, 34, 35, 36, 37, 38/1, 38/2, 38/3, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 60, 61/1, 61/2, 62, 102/1, 102/2, 102/3, 103, 104, 105, 106, 107/1, 107/3, 111, 112/1, 112/2, 112/3, 113, 114, 115, 116/1, 116/2, 117, 118, 119, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180/1, 180/2, 181, 182, 183, 184, 185, 186, 187, 193, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 247, 249, 250, 251, 252/1A, 252/1B, 252/2, 252/3A, 252/3B, 252/4, 253, 254/1, 254/2, 255/1, 255/2, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, Canal, Nallah and Road.

Plot numbers acquired in village Katara :

6/1 and 7/3, 6/2 and 7/3A, 7/1, 7/2, 7/4, 8/1, 8/2, 9/1, 9/2, 9/3, 9/4, 9/5, 9/6, 9/7, 9/8, 9/9, 9/10, 10/1, 10/2, 11, 12, 13/1, 13/2, 13/3, 13/4, 13/5, 14, 15, 16, 17, 18, 19, 25, 26, 27, 28, 29, 30, 31, 32, 33, 131, 132/1, 132/2, 132/3, 132/4, 132/5 Road.

Plot numbers acquired in village Dahegaon :

94/1, 94/2, 95, 96, 97, 98, 99, 100, 106, 107, Nallah and Road.

Plot numbers acquired in village Sayaki :

215, 216, 219, Nallah and Road.

Boundary description:

A-B-: Line starts from point 'A' from common village boundary of villages Sayaki and Sukali and passes through village Sukali through plot number 56 (Forest), then passes along with the outer boundary of plot numbers 51, 52/1, 52/2, 52/3, 52/4, 53/1, 53/2 and 53/3, crosses road, again passes along with the outer boundary of plot number 55, then again crosses road and passes along the road and nallah, then passes through plot number 72 (Government), crosses road, then again passes through plot number 73, crosses road, then passes along the outer boundary of plot numbers 94, 102, 103, 107/2, 106, 109 and 116, and meets at point 'B' on the common village boundary of villages Sukali and Hewati.

B-C: Line passes from point 'B' through village Hewati along the canal, then passes along the outer boundary

of plot numbers 60, 61/2, 61/1 and 62, then crosses canal, then again passes along the outer boundary of plot numbers 102/2, 107/3, 111, 112/2, 112/3, 112/1 and 114 (Forest), then crosses road and again passes along the outer boundary of plot numbers 115, 116/1, 119 (Forest) 118, 174, 172 and 171, crosses road and then again passes along with the outer boundary of plot numbers 184, 187, 186, 193, 222, 221 and 220, and meets at point 'C'.

C-D: Line passes from point 'C' through village Hewati along the outer boundary of plot numbers 220, 231, 232, 233, 249 and 247, crosses nallah and meets at point 'D' on common village boundary of village Hewati and Bopeshwar.

D-E: Line passes from point 'D' through village Bopeshwar along the outer boundary of plot numbers 41/1, 42/1 and 42/2, and again 42/1, 40/1, 36, 33, 34, 35, 31/1, 29, 28, 77, 78, 79, 80/2, and 80/4, then crosses common village boundary of villages Bopeshwar and Katara, then passes through village Katara along plot number 19, then crosses road, then passes along the outer boundary of plot number 25 and meets at point 'E'.

E-F: Line passes from point 'E' through village Katara, simultaneously along the railway boundary and outer boundary of plot numbers 25, 26, 27, 28, 29, 30, 31, 32 and 33, then crosses road and again passes along the railway boundary and outer boundary of plot numbers 9/4, 9/5, 8/2, 7/2, 7/4, 7/1, 6/2, 7/3A and 131, and again 6/2 and 7/3A, then crosses common village boundary of villages Katara and Bopeshwar, then passes through village Bopeshwar along the railway boundary and outer boundary of plot numbers 117, 118, 124 and 123, then crosses common village boundary of villages Bopeshwar and Makardhokra, then passes through village Makardhokra along the road and simultaneously along the railway boundary and outer boundary of plot numbers 203, 161, road, 154 and 155, and meets at point 'F' on the center of nallah.

F-G: Line passes from point 'F' through village Makardhokra, simultaneously along the railway boundary and outer boundary of plot number 137, crosses road, then passes along the road and passes along plot numbers 136/2 and 119, then crosses road, then passes along plot numbers 73, 74 and 598, then crosses nallah and passes along the nallah, then passes along the outer boundary of plot numbers 83, 89, 90/1, 91/2, 97 and 96, then passes simultaneously along the railway boundary and outer boundary of plot numbers 93, 50 and 49, crosses road, then again passes along railway boundary and outer boundary of plot numbers 33, 32 and 26 (Forest), and meets at point 'G' on common village boundary of villages Makardhokra and Dahegaon.

G-A: Line passes from point 'G' through village Dahegaon, simultaneously along the road and outer boundary of plot numbers: 107 (Forest), 106 (Forest) and 100, then crosses nallah and passes along plot numbers 94/2, 94/1, 96 and 95 (Forest), then crosses common boundary of villages Dahegaon and Sayaki, then passes through village Sayaki through forest plot number 219, crosses nallah, then passes through plot number 219 (Forest), again crosses nallah, then passes through plot number 216 (Forest), then crosses road, then passes through plot number 215 (Forest) and meets at starting point 'A'.

[F. No. 43015/4/2009- PRIW-I]

HEMANT JAIN, Dy. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 10 जुलाई, 2012

का.आ. 2572.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अधिसूची में यथा उल्लिखित तारीखों की संख्या का. आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विल्लिंगमों से मुक्त उपयोग का अधिकार एच.पी.सी.एल. मिटल पाईपलाइन्स लिमिटेड में निहित किया गया था।

और सक्षम प्राधिकारी ने, केन्द्रीय सरकार को रिपोर्ट दी है कि एच.पी.सी.एल.-मित्तल पाईपलाइन्स लिमिटेड द्वारा कच्चे तेल के परिवहन के लिए गुजरात राज्य के मुंद्रा से पंजाब राज्य के भठिण्डा तक उक्त भूमि में पाईपलाइन बिछाई जा चुकी है, अतः उस भूमि के बारे में, जिसका संक्षिप्त विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट किया गया है, ऐसे प्रचालन को समाप्त किया जाए ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 6 में उल्लिखित तारीखों को जिला-सिरसा, हरियाणा राज्य में प्रचालन की समाप्ति की तारीख के रूप में घोषित करती है ।

अनुसूची

का. आ. सं. व तारीख	गांव का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
1	2	3	4	5	6
4008 दिनांक 3-12-2002,	कर्मशाना	ऐलनाबाद	सिरसा	हरियाणा	6 5 2012
374 दिनांक 30-1-2003,	मिठनपुर	ऐलनाबाद	सिरसा	हरियाणा	6 5 2012
2647 से 2648 दिनांक	खारी-सुरेरा	ऐलनाबाद	सिरसा	हरियाणा	6 5 2012
16-09-2003	मिठी-सुरेरा	ऐलनाबाद	सिरसा	हरियाणा	6 5 2012
	ममेरा	ऐलनाबाद	सिरसा	हरियाणा	6 5 2012
	मौजुखेड़ा	ऐलनाबाद	सिरसा	हरियाणा	6 5 2012
3468 दिनांक 1-11-2002,	नकौड़ा	रानियां	सिरसा	हरियाणा	6 5 2012
221 दिनांक 16-4-2003,	जीवन नगर	रानियां	सिरसा	हरियाणा	6 5 2012
2721 से 2722 दिनांक	रानियां	रानियां	सिरसा	हरियाणा	6 5 2012
22-09-2003, 1690	भडोलावाली	रानियां	सिरसा	हरियाणा	6 5 2012
दिनांक 15-7-2004	बालासर	रानियां	सिरसा	हरियाणा	6 5 2012
	कुस्सर	रानियां	सिरसा	हरियाणा	6 5 2012
	मैहनाखेड़ा	रानियां	सिरसा	हरियाणा	6 5 2012
	भुना	रानियां	सिरसा	हरियाणा	6 5 2012
	खारियां	रानियां	सिरसा	हरियाणा	6 5 2012
3534 दिनांक 7-11-2002,	जलालाना	सिरसा	सिरसा	हरियाणा	6 5 2012
2471 दिनांक 28-8-2003,	देशमलकाना	सिरसा	सिरसा	हरियाणा	6 5 2012
3059 दिनांक 22-10-2003	खाई शेरगढ	सिरसा	सिरसा	हरियाणा	6 5 2012
3078 दिनांक 27-09-2002,	घुकावाली	डबवाली	सिरसा	हरियाणा	6 5 2012
2199 दिनांक 01-08-2003,	राम नगर	डबवाली	सिरसा	हरियाणा	6 5 2012
1137 दिनांक 28-4-2009,	औढां	डबवाली	सिरसा	हरियाणा	6 5 2012
2450 दिनांक 23-9-2009	जगमालवाली	डबवाली	सिरसा	हरियाणा	6 5 2012
	हस्सू	डबवाली	सिरसा	हरियाणा	6 5 2012
	नवरंग	डबवाली	सिरसा	हरियाणा	6 5 2012

[फा. सं. आर-31015/2/2012-ओ आर-II]

लाल छन्दमा, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 10th July, 2011

S.O. 2572.—Whereas, by notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. Nos. and date as mentioned in the Schedule attached issued under sub-section (i) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the schedule appended to those notifications.

And, whereas, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the said lands, free from all encumbrances in the HPCL-Mittal Pipelines Limited.

And, whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of Crude Oil from Mundra in the State of Gujarat to Bathinda in the State of Punjab by HPCL-Mittal Pipelines Limited has been laid in the said land, so the operation may be terminated in respect of the land the description of which in brief is specified in the Schedule annexed to this notification.

Now, therefore, as required under Explanation 1 of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declares the dates mentioned in Column 6 of the said schedule as the dates of termination of operation in villages of District Sirsa in the State of Haryana.

SCHEDULE

S.O No. and Date	Name of the Village	Tehsil	District	State	Date of Termination
1	2	3	4	5	6
4008 dtd. 3-12-2002,	Karamsana	Ellenabad	Sirsa	Haryana	06-05-2011
374 dtd. 30-01-2003,	Mithanpur	Ellenabad	Sirsa	Haryana	06-05-2011
2647 to 2648 dtd.	Khari Surera	Ellenabad	Sirsa	Haryana	06-05-2011
16-09-2003.	Mithi Surera	Ellenabad	Sirsa	Haryana	06-05-2011
	Mamera	Ellenabad	Sirsa	Haryana	06-05-2011
	Mozukhera	Ellenabad	Sirsa	Haryana	06-05-2011
3468 dtd. 1-11-2002,	Nakora	Rania	Sirsa	Haryana	06-05-2011
221 dtd. 16-4-2003,	Jiwan Nagar	Rania	Sirsa	Haryana	06-05-2011
2721 to 2722 dtd.	Rania	Rania	Sirsa	Haryana	06-05-2011
22-9-2003, 1690	Bharolanwali	Rania	Sirsa	Haryana	06-05-2011
dtd. 15-7-2004	Balasar	Rania	Sirsa	Haryana	06-05-2011
	Kussar	Rania	Sirsa	Haryana	06-05-2011
	Mehnakhera	Rania	Sirsa	Haryana	06-05-2011
	Bhuna	Rania	Sirsa	Haryana	06-05-2011
	Kharian	Rania	Sirsa	Haryana	06-05-2011
3534 dtd. 07-11-2002,	Jalalana	Sirsa	Sirsa	Haryana	06-05-2011
2471 dtd. 28-08-2003,	Desumalkana	Sirsa	Sirsa	Haryana	06-05-2011
3059 dtd. 22-10-2003	Khari Shergarh	Sirsa	Sirsa	Haryana	06-05-2011
3078 dtd. 27-09-2002,	Ghukanwali	Dabwali	Sirsa	Haryana	06-05-2011
2199 dtd. 01-08-2003,	Ram Nagar	Dabwali	Sirsa	Haryana	06-05-2011
1137 dtd. 28-04-2009,	Odhan	Dabwali	Sirsa	Haryana	06-05-2011
2450 dtd. 23-09-2009	Jagmalwali	Dabwali	Sirsa	Haryana	06-05-2011
	Hassu	Dabwali	Sirsa	Haryana	06-05-2011
	Navrang	Dabwali	Sirsa	Haryana	06-05-2011

[F. No. R-31015/2/2012-OR-II]

LAL CHHANDAMA, Under Secy.

नई दिल्ली, 10 जुलाई, 2012

का. आ. 2573.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा से पंजाब राज्य में भठिण्डा तक अपरिष्कृत तेल के परिवहन के लिए एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड (गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड की समनुषंगी) द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री मधाराम चौधरी, सक्षम प्राधिकारी, एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड, ई 103, कल्पतरु शॉपिंग सेन्टर, कल्पतरु सिनेमा के पास, जोधपुर, राजस्थान-342001, को लिखित रूप में आक्षेप भेज सकेगा ।

पेट्रोलियम और खनिज पाइपलाइन अधिनियम 1962 की धारा 10 के अध्वधीन किसी भी क्षतिपूर्ति के लिए एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड पूर्णतया उत्तरदायी होगी और पाइपलाइन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद, दावा या कानूनी कार्यवाही नहीं हो सकेगी ।

अनुसूची

तहसील : रावतसर		जिला : हनुमानगढ़	राज्य : राजस्थान	
क्रम सं	गाँव का नाम	खसरा संख्या	क्षेत्रफल	
			बीघा	बिस्वा
1	2	3	4	5
1	कल्लासर	784	00	14
2	नौलखी	323	00	06

[फा. सं. आर-31015/14/2002-ओआर-III]

लाल छन्दमा, अवर सचिव

New Delhi, the 10th July, 2012

S.O. 2573.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Crude Oil from Mundra in the State of Gujarat to Bathinda in the State of Punjab, a pipeline should be laid by HPCL - Mittal Pipelines Limited (a subsidiary of Guru Gobind Singh Refineries Limited);

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Magharam Chaudhary, Competent

Authority, Mundra Bathinda Crude Oil Pipeline Project, HPCL - Mittal Pipelines Limited, E-103, Kalpataru Shopping Center, Near Kalpataru Cinema, Jodhpur, Rajasthan - 342 001.

HPCL - Mittal Pipelines Limited shall be exclusively liable for any compensation in terms of Section 10 of the P&MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

SCHEDULE

Tehsil : Rawatsar		District : Hanuman Garh	State : Rajasthan	
Sl. No.	Name of the Village	Khasra Number	Area	
			Bigha	Biswa
1	2	3	4	5
1.	Kalasar	784	00	14
2.	Nolkhi	323	00	06

[F.No. R-31015/14/2002-OR-II]

LAL CHHANDAMA, Under Secy.

नई दिल्ली, 10 जुलाई, 2012

का. आ. 2574.—केन्द्रीय सरकार को लोकहित में यह आवश्यक है कि गुजरात राज्य में मुन्द्रा से पंजाब राज्य में भठिण्डा तक अपरिष्कृत तेल के परिवहन के लिए एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड (गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड की समनुषंगी) द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस स उपायबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन्स बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री मधाराम चौधरी, सक्षम प्राधिकारी, एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड, ई-103, कल्पतरु शॉपिंग सेंटर, कल्पतरु सिनेमा के पास, जोधपुर, राजस्थान - 342001, को लिखित रूप में आक्षेप भेज सकेगा ।

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधधीन किसी भी क्षतिपूर्ति के लिए एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड पूर्णतया उत्तरदायी होगी और पाइपलाइन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद, दावा या कानूनी कार्यवाही नहीं हो सकेगी ।

अनुसूची

तहसील : खिवसर		जिला : नागौर	राज्य : राजस्थान	
क्रम सं	गांव का नाम	खसरा संख्या	क्षेत्रफल	
			बीघा	बिसवा
1	2	3	4	5
1.	कांटिया (मगरा वाली ढाणो)	1777/1113	01	02
		1776/1113	00	17
2.	दजासर	979	01	00
3.	चाबडिया	273	01	10
4.	सुखोलाव	392	00	16
		392/1	02	10

[फा. सं. आर-31015/46/2002-ओआर- II]

लाल छन्दमा, अवर सचिव

New Delhi, the 10th July, 2012

S.O. 2574.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Crude Oil from Mundra in the State of Gujarat to Bathinda in the State of Punjab, a pipeline should be laid by HPCL - Mittal Pipelines Limited, (a subsidiary of Guru Gobind Singh Refineries Limited);

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Magharam Chaudhary, Competent Authority, Mundra Bathinda Crude Oil Pipeline Project, HPCL - Mittal Pipelines Limited, E-103, Kalpataru Shopping Center, Near Kalpataru Cinema, Jodhpur, Rajasthan - 342 001.

HPCL - Mittal Pipelines Limited shall be exclusively liable for any compensation in terms of Section 10 of the P&MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

SCHEDULE

Tehsil : Khinwsar		District : Nagaur	State : Rajasthan	
Sl. No.	Name of the Village	Khasra Number	Area	
			Bigha	Biswa
1	2	3	4	5
1.	Kantiya (Magra Wali Dhani)	1777/1113	01	02
		1776/1113	00	17
2	Dujasar	979	01	00
3	Chanwandiya	273	01	10
4	Sukholav	392	00	16
		392 /1	02	10

[F.No. R-31015/46/2002-OR II]

LAL CHHANDAMA, Under Secy.

नई दिल्ली, 3 अगस्त, 2012

का. आ. 2575.—पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग अधिकार अधिग्रहण) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में तथा भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 4711 दिनांक 13-12-2005 का अधिग्रहण करते हुए केंद्र सरकार एतद्वारा श्री मनोज कुमार जाधव, उप प्रबंधक (आरओयू) पाइपलाइन, भारत पेट्रोलियम कॉर्पोरेशन लि. (बीपीसीएल) को, अपने कर्तव्यों के अतिरिक्त महाराष्ट्र और मध्य प्रदेश राज्यों की सीमा में, बीपीसीएल की मुंबई-मनमाड-बिजवासन पाइपलाइन के लिए उक्त अधिनियम के तहत सक्षम प्राधिकारी के रूप में कार्य करने के लिए प्राधिकृत करती है।

[फा.सं. आर-31015/4/2012-ओआर-II]

लाल छन्दमा, अवर सचिव

New Delhi, the 3rd August, 2012

S.O. 2575.—In pursuance of clause (a) of section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in land) Act, 1962 (50 of 1962) and in supersession of Notification of the Government of India in Ministry of Petroleum and Natural Gas No. S.O. 4711 dated 13-12-2005, the Central Government hereby authorizes Shri Manoj Kumar Jadhav, Dy. Manager (ROU) Pipelines, Bharat Petroleum Corporation Ltd. (BPCL), to perform the functions of Competent Authority for Mumbai Manmad Bijwasan pipelines of Bharat Petroleum Corporation Ltd., in addition to his own duties under the said Act within the Territory of States of Maharashtra and Madhya Pradesh.

[F.No. R-31015/4/2012-OR-II]

LAL CHHANDAMA, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 10 जुलाई, 2012

का.आ. 2576.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जर्नल मैनेजर, बी.एस.एन.एल., मंगलूर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलूर के पंचाट (संदर्भ संख्या 84/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-7-2012 को प्राप्त हुआ था।

[सं. एल-40011/23/2001-आईआर (डीयू)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 10th July, 2012

S.O. 2576.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. C.R. No. 84/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the Chief General Manager, BSNL, Mangalore and their workman, which was received by the Central Government on 10-7-2012.

[No. L-40011/23/2001-IR(DU)]

SURENDRA KUMAR, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**

Dated: 21st November, 2011

PRESENT

Shri S. N. NAVALGUND

PRESIDING OFFICER

C. R. No. 84/2001

I PARTY

The President,

Bhartiya Doorasamparka

Hakha Dinagooli Naukara

Sangha, Felix Pai Bazar,

Mangalore- 575001

II PARTY

The General Manager,

BSNL Dakhsina Kannada

Telecom District,

Telecom House Road,

Mangalore- 575001

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this dispute vide order No. L-40011/23/2001-IR(DU) dated 6th December, 2001 for adjudication on the following Schedule :

SCHEDULE

“Whether the action of the General Manager, BSNL, Telecom District, Dakshina Kannada, Mangalore in stopping 139 workers whose names are furnished in Annexure G from work without complying with the provisions of law after extracting work for years together during 1992 to 1996 is justified? If not to what relief the said workmen are entitled?”

2. After receipt of the reference consequent to the notices issued by this tribunal to both the sides, the President, Bharatiya Doora Samparka llaka., Dinagooli Naukara Sangha, Felix Pai Bazaar, Mangalore (hereinafter referred as the first party) entered his appearance through the advocate and filed his claim statement on 08-04-2002. whereas, the General Manager (Staff), BSNL Dakshina Kannada Telecom District, Mangalore (hereinafter referred as second party) also entered his appearance through advocate and filed counter statement through the Assistant General Manager (Staff) on 12-3-2003. After completion of the pleadings on behalf of the second party to substantiate its impugned action while examining the Assistant General Manager (Administration) as MW1 subjected him to cross examination by the learned advocate appearing for the first party. Inter alia on behalf of the first party affidavit of Shri Vasantha S/o K. Shyama Sunder whose name appeared at Sl. No. 22 of the claim statement and at Sl. No. 23 of schedule G to the reference came to be filed and examined on oath as WW1 and as many as 80 documents got marked in his evidence as Ex. W 1 to W80 the detailed description of which are narrated in the annexure. After both sides led their evidence, the arguments addressed by their learned advocates were heard. It was urged on behalf of the first party that since the first party workmen have worked for a period of 4 years as casual workers, stopping work to them by the second party without complying the provisions of Section 25F of the I.D. Act is unjustified and that they are entitle to reinstatement with full back wages and continuity of service. Inter alia it was urged on behalf of the second party that admittedly the first party workmen were being engaged as casual workers for the installation of the lines and not against any permanent post in the department and having failed to establish that none of them worked continuously for a period of 240 days in a year the provisions of Section 25F of the I.D. Act are not attracted as such the reference is liable to be rejected.

3. On appreciation of the pleadings, oral and documentary evidence brought on record by both the sides in the light of the arguments addressed by the learned advocates appearing for both sides there is no reason to accept the claim of the first party the impugned action of the second party being not justified for the following reasons:

Reasons :

4. In the claim statement filed by the President of the first party union it is alleged earlier the second party was called as Dakshina Kannada Telecom and later it became a corporate entity in the name and style of BSNL Dakshina Kannada and that its members were working in the D.K. District Telecom and due to their illegal termination from service the present dispute has been raised. In his claim statement while giving the details of 124 workmen mentioning the name, alleged date of joining and termination, address, nature of work, cadre belonging, last place of work and their controlling officer as under :—

Sl. No.	Name	Date of joining- (J) Termination -(T)	Address	Nature of work	Cadre belonging	Last place of work	Controlling officer
1	2	3	4	5	6	7	8
1.	Suresh. T. S/o Mahabala	23/03/1985 (J) 01/10/1999 (T)	10th Thokur, Haleyangady, M'lore.-574146	Indoor	R.M.	Baikampady Exchange	S.D.E. O/O Kulai
2.	Narayana S/o Aitappa	03/05/1985 (J) 30/10/1999 (T)	Kumer House, Marpady village, Moodabidre Post, Karkala Tq..	Line work	L.M.	Mulky Exchange	S.D.E. Mulky
3.	Vijaya Kumar S/o Late Kettappa	01/09/1987 (J) 01/10/1999 (T)	Sanjay Nagar, Mugrodi, Shaktinagar, M'lore	Lorry cleaner	R.M.	O/O.S.D.E. H.H. Kadri	S.D.E. H.H. O/O. G.M.T
4.	Udaya S/o Late Aitha Mestri	20/02/1988 (J) 01/10/1999 (T)	Chitrapu village, Mulky post, M'lore	Line work	L.M.	Surathkal Exchange	S.D.E. O/O Kulai
5.	Shekar Kunder S/o Naganna Kunder	01/03/1988 (J) 01/10/1999 (T)	Devikripa House, Balakaje post	Line work	L.M.	Mulky Exchange-	S.D.E. Mulky
6.	Harish Kumar S/o Raju Kotian	20/05/1988 (J) 01/10/1999 (T)	Kanthu Bhoomi House, Athikaribettu post, Kavathur village, M'lore	Line work	L.M.	Mulky Exchange	S.D.E. Mulky
7.	K. Mohan Kumar S/o Krishna	01/04/1989 (J) 25/09/1999 (T)	Karamala House, Kasba village, Puttur - 574201.	Line work	L.M.	Puttur Exchange	S.D.O.T. Puttur
8.	Krishnappa. P. S/o Giriya	01/04/1989 (J) 01/10/1999 (T)	Pamela House, Pajiru post & village, Bantwal Tq.	Indoor	R.M.	Kadri Exchange	S.D.E. T.D. Kadri
9.	Shankar Kotian S/o Beacha	10/06/1989 (J) 01/10/1998 (T)	Chitrapu village, Mulky post, M'lore	Line work	L.M.	Surathkal Exchange	S.D.E. O/D Kulai
10.	Vasu S/o Janardhana	17/09/1989 (J) 01/10/1999 (T)	Near Adishakthi temple, Kumpala, Kolya, Kotekar, M'lore	Garde- ner	RM. I	O/O.G.M. Telecom, M'lore	S.D.E. (Ade)/O/O G.M.T.
11.	Rajesh S/o Gopala	25/10/1989 (J) 01/10/1999 (T)	Chitrapu village, Mulky post, M'lore	Line work	L.M.	Surathkal Exchange	S.D.E.O/D Kulai
12.	H. Sunder Naik S/o H. jana Naik	04/02/1990 (J) 01/10/1999 (T)	Hedge Kodi House, Koda padavu post, Bantwal Tq.	Line work	L.M.	Vital Exchange	S.D.E.T. Vital
13.	Jagannatha S/o Annu Mestry	01/03/1990 (J) 01/10/1999 (T)	'Suvarna Nilaya' Chitrapu village, Mulky post, M'lore	Line work	L.M.	Surathkal Exchange	S.D.E.O/D Kulai
14.	Suresh Kumar S/o Gopal Kotian	10/04/1990 (J) 01/10/1999 (T)	Site No. 515, 3rd block, Katipalla, M'lore	Indoor	R.M.	Surathkal. Exchange	S.D.E.O/D Kulai

1	2	3	4	5	6	7	8
15.	Leelavathi D/o. Babu B.	03/06/1990 (J) 01/10/1999 (T)	W/o Nagendra, Vatamory IInd Cross Road, Kodialbail, M'lore - 575003	Attender	R.M.	O/O G. M. Telecom, M'lore	S.D.E. (Ade) O/O G. M. T.
16.	Vasanth S/o Tukura Kunder	06/10/1990 (J) 01/10/1999 (T)	T.T. Kunder House, Chitrapu Village, Mulky Post, M'lore - 574154	Line work	L.M.	Katipalla Exchange	S.D.E. O/D Kulai
17.	Ashok S/o Krishna	02/02/1991 (J) 24/09/1999 (T)	Karamala House, Kasba Village, Puttur-574201	Watch- man	R.M.	Uppinan- gady Exchange	S.D.E. U.P.G.
18.	M. Nagesh Gowda S/o Lingappa	26/02/1991 (J) 01/10/1999 (T)	'Shri Tulsi Nilaya' Martady House, Kanyana Post & Village	Line work	L.M.	Urva Exchange	S.D.E. G.H. Urva
19.	P. Balakrishna S/o Shivappa Poojary	09/03/1991 (J) 01/10/1999 (T)	Poorlapady House, Kodangaye Post, Bantwal Tq.	Line work	L.M.	Vittal Exchange	S.D.E.T. Vittal
20.	Jagadish K. S/o Shivappa	12/04/1991 (J) 01/10/1999 (T)	Sooterpete, Near Zenith washing factory, Kankanady Post, M'lore -2	Attender	R.M.	O/O G.M. Telecom M'lore	S.D.E. (Adu) O/O G. M. T. M'lore
21.	James Prasad D'souza S/o Izaz D'souza	04/05/1991 (J) 01/10/1999 (T)	A.B. Kadra, Thokur, Jogatte Post, M'lore	Line work	L.M.	Surathkal Exchange	S.D. C.O.D Kulai
22.	Vasanth S/o K. Shyam- sunder	10/05/1991 (J) 20/09/1999 (T)	C/o Smt. Bhavani, Yeyyadi, Gundalike, Bejai Post, M'lore -4	Clerical	T.O.A	O/O D.E Exge- II	D.E. Exge - II
23.	Dinesh Pandith S/o Balakrishan Pandith	03/07/1991 (J) 01/10/1999 (T)	'Kalyani Pandith' 6th block, Krishnapura, D/o No. 162/2, Surathkal, M'lore	Line work	L.M.	Surathkal Exchange	S.D.E. O/D Kulai
24.	Muralidhar .K.V. S/o K.V. Kunhivelu	03/07/1991 (J) 01/10/1999 (T)	Telecom quarters, Lady Hill, M'lore -6	Indoor	R. M.	Urva Exchange	S.D.E. G.H. Urva
25.	B. Praveen S/o Sudhakar	10/08/1991 (J) 23/10/1999 (T)	Type 2-5, Ladyhill Telcom quarters, M'lore - 6.	Water man	R. M.	Lady Hill Quarters	S.D.E. Groups, M'lore
26.	Jayanth S. Kunder S/o Sunder Salian	13/08/1991 (J) 01/10/1999 (T)	Akshaya Nivas, Nadubettu, Kulai, M'lore - 574196	Garde- ner	R.M.	Bykampady Exchange	S.D.E. O/D Kulai
27.	N. Vishwanath S/o N. Mohan	01/11/1991 (J) 01/10/1999 (T)	'Asha Nilaya' Nittur Post, Nittur, Udupi -3	Watch- man	R.M.	O/O S.D.O.T. Udupi	S.D.O.T. Udupi
28.	K. Vishwanath Gowda S/o K. Damanna Gowda	02/01/1992 (J) 24/09/1999 (T)	Kaniya House, Bajathur Village, Uppinangady Post Puttur Tq.	Watch- man	R.M.	Uppinan- gady Exchange	S.D.E. Uppinan- gady

1	2	3	4	5	6	7	8
29.	Devappa Gowda K. S/o Monappa Gowda. K.	04/01/1992 (J) 01/10/1999 (T)	Kaniya House, Bajathur village, Uppinangady post, PutturTq .	Line work	L.M.	Uppinan- gady Exhcange	S.D.E. Uppinan- gady
30.	Thimappa. D. S/o Kunda mugera	20/01/1992 (J) 01/10/1999 (T)	Uppinangady Village, Hiriyadka post, Puttur - 574241	Line work	L.M.	Uppinan- gady Exchange	S.D.E. Uppinan- gady
31.	Keshava .O. S/o Bucha Gowda	28/01/1992 (J) 01/10/1999 (T)	Kaniya odla House, Bajathur village, Uppinangady post, Puttur Tq.	Line work	L.M.	Uppinan- gady	S.D.E. Uppinan- gady
32.	Lingappa S/o Kantappa Moolya	02/02/1992 (J) 01/10/1999 (T)	Bajathur village & district, Bantwal Tq.	Watch man	R.M.	Vital Exchange	S.D.E.T. Vital
33.	Jayaram .B. S/o Annu Naik .B.	01/04/1992 (J) 01/10/1999 (T)	'Onti Thali' Nekkiladi village & post, Puttur	Line work	L.M.	Uppinan- gady Exchange	S.D.E. Uppinan- gady
34.	Sunil Kumar S/oSanthosh Gatty	13/08/1992 (J) 01/10/1999 (T)	Santhosh Nagar, Munnur post, M'lore - 574183	Attender	R.M.	O/OGM. Telecom M'lore	S.D.E. (Ad) O/OGM.T. M'lore
35.	Dinesh Naik S/o Basava Naik	18/04/1992 (J) 01/10/1999 (T)	Belva Keremane, Belva village & post, Kundapura	Line work	L.M.	Udupi Exhcange	S.D.O.T. Udupi.
36.	H. Dayananda S/o Honnu Poojary	01/07/1992 (J) 01/10/1999 (T)	'Chennamma Nivas' Kolachikambala, Mulky, M'lore Tq.	Line work	L.M.	Mulky Exchange	S.D.E. Mulky
37.	M. Harish Kumar S/o Dogu Mukari	05/11/1992 (J) 01/10/1999 (T)	Alagatu gudda, Mudkuru post, Karkala - 576121	Indoor	R.M.	Urva Exchange	S.D.E. GH Lady Hill
38.	Sandeep Kumar.H. S/oH.P.Sabaliga	01/10/1992 (J) 01/10/1999 (T)	Nagana valachil, Sajipa Munnur post, Bantwal Tq.	Electri- cian	L.M.	Kadri Exchange	S.D.E.T.D. Kadri
39.	Rukmayya .D. S/o B.M. Rama	01/10/1992 (J) 01/10/1999 (T)	Hosangady Cross road, Near Bhajana Mandir, Hosangadi, Manjeshwar-671323	Attender	R.M.	OIOGM. Telecom, M'lore	S.D.E. (Adu) O/OGM.T. M'lore
40.	Francis. F Fernandes S/o Joon CFernandes	06/12/1992 (J) 01/10/1999 (T)	Vivekananda Road, Kankanady post, Nanthur, M'lore -2	Electri- cian	L.M.	OIOGM. Telecom, M'lore	S.D.E. (Ad) O/OGM. M'lore
41.	Parthasarathi Upadhyaya S/o Narasimha Upadhyaya	11/12/1992 (J) 01/10/1999 (T)	D. No. 11-116 D, Kashi Narasimha House, Nehrunagar, Someswar village, Kotekar post, Ullal, M'lore	Attender	R.M.	Pandeshwar Exhcange	S.D.E. Pandesh- war

1	2	3	4	5	6	7	8
42.	K. Lingappa Gowda S/o Sankappa Gowda	03/01/1993 (J) 01/10/1999 (T)	Kadira House, Kokkada post, Belthangady, Puttur	Watch- man	R.M.	Nelyadi Exchange	S.D.E U.R.G
43.	Bhaskar Achar S/o Angara Pooiary	06/01/1993 (J) 07/10/1999 (T)	Kannarpady village, Kodakar post, Udipi District.	Watch - man	R.M.	Udipi Exchange	S.D.E.P. Udipi.
44.	Balachandra .K. S/o Narayana	03/02/1993 (J) 01/10/1999 (T)	Derebail, Daddalkad, Yadav compound, M'lore-6	Indoor	R.M.	Lady Hill Exchange	S.D.E Lady Hill
45.	J.A. Madhavaraj S/o R.J.Achutan	12/03/1993 (J) 01/10/1999 (T)	Lady Hill Telecom Quarters, Q.No.3-B1 Lady Hill, M'lore - 6	Attender	R.M.	O/O E.E Electrical Lady Hill	EE. Elect.
46.	Surekha Koitan S/o Janardhan	29/04/1993 (J) 01/10/1999 (T)	C/o. Baby Kotian, Site no.49, Mangala Nagar, M'lore-1	Attender	R.M.	O/O G. M. Telecom; M'lore	S.D.E. (Ad O/O G.M.T. M'lore
47.	Sundar Devadiga S/o Gopal Devadiga	14/05/1993 (J) 01/10/1999 (T)	Lakshmi Nivas, Majur Uliyar, Majur post, Kapa, Udupi	Attender	R.M.	Ajiarkad Exchange	S.D.O.T. Udupi
48.	Naveen Kumar. G. S/o Gangadhara	01/06/1993 (J) 01/10/1999 (T)	Shantha Alva Compound, Near Railway I bridge, Attavar, M'lore-1	Indoor	R.M.	Kankanady Exchange	S.D.E (I.N.T) K.K.D.Y.
49.	Nagaveni W/o. Anand Achar	20/06/1993 (J) 01/10/1999 (T)	Ompattukere, Ullal post, Ullal, M'lore	Attender	R.M.	O/O G.M. Telecom M'lore	S.D.E. (Ad) O/O G. M. T M'lore
50.	Suresh. N. S/o B. Sanjeeva	01/07/1993 (J) 01/10/1999 (T)	Nittur, Near Vishnumurthy Temple, Nittur post, Udipi - 576103.	Indoor	R.M.	Udupi Exchange	S.D.E.P. Udupi
51.	Gopa/ Poojary S/o Tany Poojary	03/07/1993 (J). 01/10/1999 (T)	' Hanchina Mane' Malamar, Ashoknagar post, M'lore -6.	Line work	L.M.	Urva Exchange	S.D.E. (Exh.) Urva
52.	Abdul Hakeem K.P. S/o Mumunkh	05/07/1993 (J) 01/10/1999 (T)	'Perade Mane', Manjanady village & post, Assaigoli, Mangalore.	Indoor	R.M.	Kadri Exchange	S.D.E. O.C.B.
53.	Bhaskar K. Salian S/o Sanjeeva Devadiga	03/08/1993 (J) 01/10/1999 (T)	Site no.606, 3rd cross, Katipalla post, Katipalla, M'lore	Line work	L.M.	Katipalla Exchange	S.D.E. O/D Kulai
54.	Raghava A. S/o Shivarama Gowda. A.	06/08/1993 (J) 01/10/1999 (T)	Anegundi House & post, K.C.Forum, Koila, Puttur.	Line work	L.M.	Uppinan- gady Exchange	S.D.E. Uppinan- gady
55.	Ambarish .M. S/o Late M. Vasu	22/08/1993 (J) 01/10/1999 (T)	Deepika Nivas, Kajur House, Badaje, Mnajeshwar-671323	Attender	R.M.	O/O S.D.E. Insth, Kadri	S.D.E. Insth

1	2	3	4	5	6	7	8
56.	Puttaraju S/o Rangaiah	12/12/1993 (J) 01/10/1999 (T)	Railway Quarters, Qtrs. No. 42B M'lore-1	Attender	R.M.	O/O G.M.T. Telecom, M'lore	S.D.E. (Ade) O/O G.M.T. M'lore
57.	Sesa Naik S/o Aitappa Naik K.	01/02/1994 (J) 01/10/1999 (T)	Malethadka, Punacha Post, Punacha Village.	Line work	L.M.	Vittal Exchange	S.D.E.T. Vittal
58.	Kalavathi D/o A. Narayana	08/02/1992 (J) 01/10/1999 (T)	Seetha Nilaya, Pandeshwar New Road, M'lore-1	Attender	R. M	O/O G.M.T. M'lore	S.D.E. (Ade) O/O G.M.T. M'lore
59.	Chandras Shetty S/o Raghuram Shetty	01/03/1994 (J) 01/10/1999 (T)	Nambiar Compound, Jeppu Bappal, Kankanady Post, M'lore-2	Driver	Driver	O/O G.M.T. Telecom M'lore	S.D. E. (Ade) O/O G.M.T. M'lore
60.	Purandara .Y. S/o Santhogi Rao	03/04/1994 (J) 01/10/1999 (T)	Yelanthady House, Vaninagar Post, Via Perla, Kasargod	Line work	L.M.	Ajjarkad Exchange	S.D. O.T. Udupi
61.	Naveen Kumar S/o Lakshman Kotian	09/03/1994 (J) 01/10/1999 (T)	Suvarna Kripa, Ashoknagar, M'lore-6	Indoor	R.M.	Kankanady Exchange	S.D.E. Inth
62.	M.K. Jaganatha S/o M. Krishna	01/04/1994 (J) 01/10/1999 (T)	Vijaya Nagar, Madhya Post, Katipalla, via Surathkal, M'lore	Line work	L.M.	Katipalla Exchange	S.D.E. O/D Kulai
63.	Pushpa K. W/o Krishna	12/04/1994 (J) 01/10/1999 (T)	Sharath Nivas, Jalligudda House, Malhur Village, Gurupur, M'lore	Attender	R.M.	O/O G.M.T. Telecom, M'lore	S.D.E. (Ade) O/O G.M.T. M'lore
64.	Yogeshwari D/o Jaya Shetty	02/05/1994 (J) 01/10/1999 (T)	Pakkala House, Katipalla Village, M'lore	Attender	R.M.	O/O G.M.T. Telecom, M'lore	S.D.E. (Ade) O/O G.M.T. M'lore
65.	Girish M.P. S/o Purushotham	09/05/1994 (J) 01/10/1999 (T)	Telecom Quarters, Block No. B2, D-1, Lady Hill, M'lore	Attender	R.M.	O/O G.M.T. Telecom M'lore	S.D.E. (Ade) O/O G.M.T. M'lore
66.	Suchitra Shetty D/o Annu Shetty	20/12/1994 (J) 01/10/1999 (T)	M. Appu Compound, Jeppu Bappal, M'lore - 575002	Attender	R.M.	O/O G.M.T. Telecom, M'lore	S.D.E. (Ade) O/O G.M.T. M'lore
67.	Mahesh .P. S/o Gopal	01/08/1994 (J) 01/10/1999 (T)	Arun Kripa', Krishna Nagar, Thokottu, Ullal, D.K.	Watch man	R.M.	Kadri Exchange	S.D.E. C. 10-B-II Kadri
68.	Rathnakar Shettigar S/o Vaman B. Shettigar	15/05/1994 (J) 01/10/1999 (T)	Viewers Colony, Gerukatte, Doddannagudde, Kajibettu Post, Udupi-576102	Indoor	R.M.	Kemannu Exchange	S.D.E.T. Udupi

1	2	3	4	5	6	7	8
69.	Umanath Kumar S/o Lakshman Poojary	25/08/1994 (J) 01/10/1999 (T)	'Chudamani House' Kodikal, Alagudda, M'lore - 575006	Line work	L.M.	Urva Exchange	S.D.E., That Urva
70.	Ganesh S/o Somappa	10/09/1994 (J) 01/10/1999 (T)	Pithrodi post, Opp Syndicate Bank, Udyavar village, Udupi	Watch- man	R.M.	Udupi Exchange	S.D.E. Udupi.
71.	Thilakamalini D/o B.M. Madhava	24/11/1994 (J) 01/10/1999 (T)	Pandeshwar Railwaygate, Choutas compound, M'lore - 1	Attender	RM.	O/O G.M.T. Telecom. M'lore	S.D.E. (Ade) O/O G.M.T. M'lore
72.	Surekha D/o Sanjeeva Nayak	08/12/1994 (J) 01/10/1999 (T)	Gangadhar Upadhyaya compound, Mangaladevi, M'lore - 1	Attender	RM.	O/O G.M.T. Telecom. M'lore	S.D.E. (Ad e) O/O G.M.T. M'lore
73.	Kamalaksha. M. S/o Chennogi Rao	09/12/1994 (J) 01/10/1999 (T)	Mavina Kallu House, Kundamkuzhi post, Kasargod District.	Line work	L.M.	Udupi Exchange	S.D.E.T. Udupi
74.	Surendra Nittoor S/o B.Sanjeeva	16/12/1994 (J) 01/10/1999 (T)	7-54 B, Near Vishnumurthy Temple, Nittoor Post, Udupi-576103	Indoor	RM.	Kankanady Exchange	S.D.E.T. Udupi
75.	Deepak Kumar.M. S/o M.Nagaraj.K.	25/12/1995 (J) 01/10/1999 (T)	Attavara Melina . Mogaru, M'lore - 2	Indoor	RM.	Kankanady Exchange	S.D.E. K.K.D.Y-I
76.	Kishore Kumar S/o Poovappa Poojory	28/02/1995 (J) 01/10/1999 (T)	Site No 174, 6th block, Krishnapura, M'lore	Line work	L.M.	Surathkal Exchange	S.D.E O/D Kulai
77.	Balakrishna Shetty S/o Koragappa Shetty	04/04/1995 (J) 01/10/1999 (T)	Kukkarugudda House, Mangalpady post, Kasargod- 671324	Attender	RM.	O/O G.M.T. Telecom M'lore	S.D.E. (Ade) O/O G.M.T. M'lore
78.	Santhosh C.H. S/o C.H. Sadashiva	28/04/1995 (J) 01/10/1999 (T)	Pump well, Kankanady, M'lore-6	Electri- cian	L.M.	O/O G.M. Telecom M'lore	S.D.E. (Ad e) O/O G.M.T. M'lore
79.	Ravichandra S/o Kodya Amin	01/05/1995 (J) 01/10/1999 (T)	Udyavar, Padakere post, near bhajana Mandir, Udupi	Watch man	RM.	Udupi Exchange	S.D.E Udupi
80.	A. Vishwanatha S/o Annu Poojary	04/07/1995 (J) 01/10/1999 (T)	Attemar House Hirebandady Village & post, Puttur	Line work	L.M.	Uppinan- gady	S.D.E. U.P.G
81.	Dhananjaya S/o Sankappa Poojary	28/07/1995 (J) 01/10/1999 (T)	Site No.152, 6th block, Krishnapur, M'lore	Attender	R.M.	Surathkal Exchange	S.D.E. O/D Kulai
82.	Nalini .S.Prasad S/o Govinda Nayak	01/12/1995 (J) 29/11/1999 (T)	C/o. Sai Prasad, Sequera Compound, Emmekere, Bolar, M'lore-1	Attender	R.M.	O/O G.M.T. Telecom M'lore	S.D.E. (Ade) O/O G.M.T M'lore

1	2	3	4	5	6	7	8
83.	Rajesh S/o Jayantha	27/12/1995 (J) 01/10/1999 (T)	Street No.210, IInd block, Katipalla, M'lore -574149	Indoor	R.M.	Katipalla Exchange	S.D.E. O/O Kulai
84.	Shivamoorthy.A.S. S/o Siddalingaiah	01/02/1996 (J) 01/10/1999 (T)	Opp: Shetty tile factory, Kutturpadav, M'lore - 574183	Indoor	R.M.	Carstreet Exchange	S.D.E. Carstreet
85.	Harish Naik S/o Sheena Naik	02/02/1996 (J) 01/10/1999 (T)	Peraje Manjatti House, Neralakatte post, Bantwal - 574253	Watch man	R.M.	Mani Exchange	S.D.E.T. Bantwal
86.	Sheena Naik S/o Narayan Naik	02/02/1996 (J) 29/09/1999 (T)	Onibagilu House, Peruvai village & post, Bantwal	Line work	L.M.	Peruvai Exchange	S.D.E.T. Vittal
87	Harish Devadiga S/o Sesappa Devadiga	05/03/1996 (J) 01/0/1999 (T)	Devinilaya House, Devadiga Compound ,Kanka- nady, Bye pass Road, M'lore-2	Attender	R.M.	O/OGM. Telecom Mangalore	S.D.E.(A) O/OG M.T. Mangalore
88.	Loy Dias S/o Santhruiew Dias	03/04/1996 (J) 25/09/1999 (T)	Beppalige House, Puttur - 574201	Lline work	L.M.	Puttur Exchange	S.D.E. Puttur
89.	Arun Kumar S/o N.Mohan	05/04/1996 (J) 06/10/1999 (T)	Nittoor Post, Udupi- 576103	Line work	L.M.	Kalyanpur Exchange	S.D.ET. Udupi
90.	Mallika Rao D/o T.Raharam Rao	13/04/1996 (J) 01/10/1999 (T)	Adarsh Nagar, Chilimbi Hill, M'lore- 575006	Store keeper	R.M.	Urva Exchange	S.D.E Urva
91.	Satish G. S/o Ganapayya Ganiga	19/04/1996 (J) 01/10/1999 (T)	Salmara, Udyavar, Udupi	Line work	L.M.	Udupl Exchange	S.D.E.T Udupi
92.	M.R. Sanjeeva S/o M.Radha- krishna	12/05/1996 (J) 01/10/1999 (T)	Moodbidre Post, Mstikatte House, Karkala	Driver	Driver	Moodabidre Exchange	S.D.E O/D Moodabidre
93.	Latha D'souza D/o Late Valerian Dsouza	13/05/1996 (J) 01/10/1999 (T)	Melkoppala House, Kuloor post, Karkala	Clerical	To A	Kavoor Exchange	S.D.E Kavoor
94.	Lokesh Kumar S/o H.Raghava Poojary	22/05/1996 (J) 01/10/1999 (T)	Near Govt. college, Gandhinagar, Kavoor, M'lore -15	Watch- man	RM.	Kadri Exchange	S.D.E.O/DII Kadri
95.	Raghava Shenigar S/o Krishna Shrigar	22/05/1996 (J) 16/10/1999 (T)	Near Ganapathy Temple, Udyavar, Udupi- 574118	Watch man	RM.	Kalyanpur Exchange	S.D.E.T. Udupi
96.	Jayalakshmi A.S. D/o Siddalingaih	08/06/1996 (J) 01/10/1999 (T)	Opp: Shetty tile factory, Kuttav padav, M'lore 574183	Clerical	ToA	Lady Hill Exchange	S.D.E. Lady Hill
97.	Kiran S/o Late .I. Rajaram Rao	01/12/1996 (J) 01/10/1999 (T)	Adarsh nagar, chilimbi Hill, M'lore-6	Indoor	R.M.	Kadri Exchange	S.D.E.O/D II Kadri

1	2	3	4	5	6	7	8
98.	S. Shekhar S/o Late Padmayya Gowda	10/12/1996 (J) 01/10/1999 (T)	Karabethul House, Golihotty post, Alanthava, Puttur	Line work	L.M.	Uppinan- gady Exchange	S.D.E. U.P.G
99	K. Madha S/o Kaipa	01/01/1997 (J) 01/10/1999 (T)	Karnadka, Dorkhas, Koila village, K.C.Forum, Koila post, Puttur- 574288	Line work	L.M.	Uppinan- gady Exchange	S.D.E. U.P.G
100.	M. Manjunatha S/o Narayan Acharya	27/01/1997 (J) 01/10/1999 (T)	Swati Nilaya, Near M.I.T. Ladies Hostel, Adarsh Nagar, Chilimbi Hill, M'lore-6	Attender	R.M.	O/O S.D.O.T. Udupi	S.D.E. Udupi
101.	P.Mohandas S/o Purushothan J. Shettigar	28/01/1997 (J) 01/10/1999 (T)	D.No. 1/5, Hanuman Nivas, 1st block, Katipalla, Ganeshpura, M'lore-574149	Attender	R.M.	Katipalla Exchange	S.D.E. Udupi Kulai
102.	Yashodhara M.Katipalla S/o Vittala Sirriyah	29/01/1997 (J) S.D.E. O/D 01/10/1999 (T)	Block No.1, site no.1, Katipalla, Ganeshpura. M'lore- 574149	Attender	R.	Exchange	.Kulai
103.	K. R. Krishna S/o Bala Mestri	01/03/1997 (J) 08/10/1999 (T)	Kambigara Kodlu, Hanehalli village, Barkur post, Udupi	Attender	R.M.	Kemannu Exchange	S.D.E.T. Udupi
104	Shankar Naik S/o Rama Naik	02/03/1997 (J) 01/10/1999 (T)	Baragundi, Albadi village, Belve post, Kundapur, Udupi post	Line work	L.M.	Udupi Exchange	S.D.E. Udupi
105	B. P. Kantharaj S/o Puttaswamy	04/04/1997 (J) 01/10/1999 (T)	Banavasi, Goroor post, Hassan District	Indoor	R.M.	Kadri Exchange	S.D.E. T/D Kadri
106	M. G. Ganesh salian S/o Gundappa Salian	24/04/1997 (J) 01/10/1999 (T)	Joy Niketan, Atikaribettu post, Near Banottu, Mulky - 574171	Clerical	To A	Kadri Exchange	S.D.E. C/O B-II Kadri
107	Swamy R. S/o Rudappa	16/06/1997 (J) 01/10/1999 (T)	Ruby Lobo Compound, Rabbit House, Bejai New Road, M'lore-4	Attender	R.M.	Kadri Exchange	S.D.E. C/O B-II Kadri
108	A. Yashawantha S/o Padmanabha Kurnad	25/06/1997 (J) 01/10/1999 (T)	Ammembala House, Kurnad post & Village, M'lore	Indoor	R.M.	Baikampady Exchange	S.D.E. O/O Kulai
109	Anand S/o Puttana	01/08/1997 (J) 01/10/1999 (T)	Aitappa Shetty compound, Derebail. Mangalore	Line work	L.M.	Urva Exchange	S.D.E.T. Urva
110	Jayaprakash Shetty, S/o Narayana Shetty	11/10/1997 (J) 01/10/1999 (T)	Narla House, Talapady post, Mangalore-574184	Attender	R.M.	O/O G.M. Telecom, Mangalore	S.D.E.(A) O/O G.M.T.
111	Vaishali D/o Santhosh Kumar	12/12/1997 (J) 01/10/1999 (T)	S.L.Sadan, Near Chakrapani Temple, Attavar, M'lore-1	Attender	R.M.	O/O G.M.T. Telecom, Mangalore	S.D.E. (A) O/O G.M.T.

1	2	3	4	5	6	7	8
112	K. Chandrasaha S/o Poova Naik	24/02/1998 (J) 30/11/1999 (T)	Karamala House, Vittal Podhur Village, Kadangayi post, Bantwal	Watch- man	R.M.	M/W Project Lady Hill	S.D.E. M/W Lady Hill
113	Prakash Kediur S/o Narnappa Sunagona	27/02/1998 (J) 01/10/1999 (T)	Kediur Bail House, 'Kediur post, Udupi.	Watch- man	R M.	Moodubelle Exchange	S.D.E.T. Udupi
114	Praveen Kumar S/o Koti	02/03/1998 (J) 01/10/1999 (T)	Gandhinagar, Tiraplake, Moodubelle post, Udupi - 576120	Line Work	L.M.	Patla Exchange	S.D.E.T. Udupi
115	Varadaraj Shenoy S/o Late M. Somesha Shenoy	04/04/1998 (J) 01/10/1999 (T)	Near Vishnumurthy Temple, Koragarapady, Udupi	Watch- man	R.M.	Moodubelle Exchange	S.D.E.T Udupi
116	Nalini Bhandary D/o Sankappa Bhandary	22/04/1998 (J) 01/10/1999 (T)	Shaktinagar Housing Board Colony, MIG-5, Shaktinagar, M'lore-7	Attender	R.M.	O/OGM. Telecom Mangalore	S.D.E.(A) O/OGM.T.
117	Ramani D/o Late Sridhar Acharya	10/05/1998 (J) 07/10/1999 (T)	Behind Kalikamba Temple, Barkur post, Udupi-576210	Indoor	R.M.	Kalyanpur Exchange	S.D.E.T Udupi
118	Bhoja S/o Pinchila	20/05/1998 (J) 01/10/1999 (T)	Karhire Village Karhire post, Mangalore	Line work	L.M.	Mulky Exchange	S.D.E. Mulky
119	Jayashankar K. S/o Ragunatha Rao K	04/03/1988 (J) 01/10/1999 (T)	Sri. Ambica Nilaya, Jeppu Kudupadi Road, M'lore-2	Line work	L.M.	O/O S.D.E. Extt-I, M'lore (Pandeshwar)	S.D.E. Extt. -I
120	K. H. Jagadish S/o K. Ramakrishna	01/04/1992 (J) 01/10/1999 (T)	Fati House, Kotabagilu, Paduvari, Byndoor, Kundapur	Line work	L.M.	Kankanady Exchange	S.D.E. Ext. K. K. D. Y.
121	Harish Suvarna S/o Bantappa M'lore Suvarna	01/10/1989 (J) 01/10/1999 (T)	Talipady House, Padu post, Bandanthila Village, Mangalore	Line work	L.M.	O/O.S.D.E. Ext.-I, M'lore (PDR)	S.D.E. Ext.-I,
122	Manoj Kumar Rai S/o Ramesh Rai	01/04/1991 (J) 01/10/1999 (T)	Babukatte, Pandith House, Permannur Post, Ullal	Line work	L.M.	O/OS.D.E. Ext.I, Mangalore. (PDR)	S.D.E. Ext.-I, MR
123	Santhosh Kumar T S/o G. M. Tilak- chandra	04/06/1993 (J) 01/10/1999 (T)	Periyathur, Bhandara House, Kolya-II, Someswar, Kotekar post, Mangalore.-57 4152	Line work	L.M.	O/O S.D.E. Ext. I Mangalore. (PDR)	S.D.E. Ext. I, Mangalore
124	Sunil S/o A. Sundara	07/12/1991 (J) 01/10/1999 (T)	Pandeshwar, Railway gate, Chowtas Compound, M'lore	Line work	L.M.	O/O S.D.E. Ext. I Mangalore (PDR)	S.D.E. Ext. I Mangalore

It is alleged they are all workmen as defined under Section 2(s) of the Industrial Dispute Act and that they have worked for more than 240 days in a year. It is further alleged prior to 1987 there was a prohibition for the recruitment of employees in the second party industry and subsequently as it witnessed a sudden expansive growth in its activities it extracted work from the persons engaged on full time permanent basis calling them in different terminology such as, casual/contract/daily wages workers etc. and subsequently it started denying the very existence of such employment and issued communication dated 6-9-1998 and 14-9-1998 and that in order to conceal the wages paid to the first party workmen it adopted a very strange practice and when it approached the Assistant Labour Commissioner (Central) Mangalore for conciliation due to the adamant attitude of the second party it failed hence it resulted in this reference.

5. Inter alia it is contended in the Counter Statement that the Bharath Sanchar Nigam Limited (hereinafter referred as BSNL) being a Corporate Entity under Department of Telecommunication is responsible for installation, maintenance and provision of all kinds of Telecom facilities in the country utilizes services of its regular employees appointed as per the provisions of Central Government Civil Service Rules, Recruitment Rules and Disciplinary Rules and whenever large scale projects or works are undertaken which includes bulk release of New Phone connections, expansion of exchanges, it has to carry out certain items of unskilled work such as digging trenches through outsourcing mechanism which are purely need based and occasional. It is further alleged w.e.f. 31-3-1985 the Central Government imposed a ban on recruitment therefore, no officer of the department is authorized to engage or recruit any labourers knowing this position and limitations a group of 124 individuals who under the name of an entity called 'Bharathiya Doorasamparka Lalkha Dinagooli Noukarara Sangha' have been trying now in vain to secure regular employment in the department and they are neither recruited, appointed or assured officially of any appointment in the department. It is further alleged the individuals whose names are furnished by the first party in the claim statement are not the employees of the department and none of them have worked more than 240 days in the preceding year and the documents submitted by the first party lacks clarity and sanctity some of them being forged, concocted and that they are not entitled for any relief.

6. The entire pleadings and evidence on both sides do suggest the second party having executed its work like digging trenches, fixing the poles in the expansion of its communication work engaging the services of casual labourers, in this connection some of the receipts produced for the first party which are at Ex. W8 to W30 do suggest this aspect. No effort is made on behalf of the first party workmen to demonstrate that anyone of them worked for continuous period of 240 days in a year to attract the provisions of Section 25F of the Industrial Dispute Act.

Only because these workmen worked for a period spread over for four years i.e. 1992 to 1996 they are not entitled for the benefit of Section 25F of the Industrial Dispute Act unless it is demonstrated that they worked continuously for a period of 240 days in a year. On this aspect of the case decision relied on by the learned advocate appearing for the second party in the case of Krishna Bhagya Jal Nigam Ltd. Vs. Mohd. Rafi reported in (2006) 9 Supreme Court cases 697 is aptly applicable to the case on hand. In that reported case the workman had been working as a daily wage employee with Krishna Bhagya Jal Nigam Limited between 29-10-1989 to 1-4-1996 which was executing the Upper Krishna Project in the State of Karnataka and it was claimed that his services were terminated without complying the provisions of Section 25F of the Industrial Dispute Act, 1947 and on reference of that dispute under Section 10(1) (C) of the Act to Labour Court, Gulbarga, the Labour Court recorded a finding that the services of the workman had been terminated without complying with the provisions of Section 25F of the ID Act and therefore, the termination was illegal and directed to reinstate the workman with full back wages and continuity of service. When this award was challenged by way of Writ Petition before the Hon'ble High Court of Karnataka it was set aside holding that the workman had not discharged the initial onus of proving that he had worked for more than 240 days in a year with the Jalnigam Limited and therefore, the award directing his reinstatement was illegal. When the said order in the writ petition was taken in writ appeal before the division bench it was allowed and when this order in the writ appeal was taken before the Hon'ble Supreme Court it reversed the order of the division bench and restored the order of the Single judge in the writ petition holding that the burden of proof is on the workman to show that he had worked for 240 days in a given year and it is discharged only upon the workman stepping in the witness box and adducing cogent evidence comprising of oral and documentary. Therefore, in the present case except asserting in the claim statement particular workman having worked from particular day till particular day and his services were terminated on particular date no evidence is placed on record to demonstrate that they continuously worked for that period or for a period of 240 days in a given year. Under the circumstances by no stretch of imagination it can be said that these workmen were entitled for the benefit of Section 25F of the Industrial Dispute Act before stopping of work to them by the second party. Under the circumstances in my considered view the action of the second party in stopping 139 workmen whose names are furnished in the annexure G from work without complying with the provisions of law, after extracting work for years together during 1992 to 1996 is justified and they are not entitled for any relief.

7. In the result I pass the following award.

AWARD

The reference is rejected holding that the action of the management in stopping 139 workmen whose

names are furnished in the annexure G from work without complying with the provisions of law, after extracting work for years together during 1992 to 1996 is justified and they are not entitle for any relief.

(Dictated to PA transcribed by her corrected and signed by me on 21-11-2011)

S. N. NAVALGUND, Presiding Officer

Annexure CR. No. 84/2001

**List of witnesses examined for the
Management/Second party**

1. Shri Lakshmiinarayana Bhat, WW 1
Asstt. General Manager

**List of documents marked for the
Second party/Management**

Nil

List of witnesses examined for the First Party.

1. Shri Shri Vasantha WW 1

List of documents marked for the First Party

1. Copy of the Certificate said to have been given by Shri P Narayana, Phone Mechanic in DK Telecom in favour of Shri Shankar Ex. W 1
2. Copy of the Certificate said to have been given by Shri K.M. Paulose, Telecom Mechanic in favour of Shri Vasantha. Ex. W 2
3. Copy of the letter said to have been issued by Shri K. Rama, Chief General Manager dated 18-3-1996 appreciating Shri Jagadish for the excellent work done by him. Ex. W 3
4. Copy of the certificate said to have been issued by N.R. Shetty, Divisional Engineer Telecom, Mangalore dated 26-5-98 to Shri Vasantha. Ex. W 4
5. Copy of the certificate said to have been issued by SDO, Telegraphs, Udupi in favour of Shri Vishwanath. Ex. W 5
6. Copy of the certificate said to have been in favour of Shri M. Harish Kumar working on contract basis without the name and designation of the issuing authority. Ex. W 6
7. Copy of the Extract of Wages bill of the mazdoors said to have been worked during April 1990 and July 1996. Ex. W 7
8. Copy of the cash receipt said to have been given by Shri Ashoka for having received Rs. 1860 for the month of January 1999. Ex. W 8

9. Copy of the cash receipt said to have been given by Shri Vishwanatha Gowda K, Uppinangady for having received Rs. 1860. for the month of January 1999. Ex. W 9
10. Copy of the cash receipt said to have been given by Shri K. Lingappa Gowda for having received Rs. 1800 for the month of November 1998. Ex. W 10
11. Copy of the acknowledgement for having received Rs. 1860 towards Day watchman duty on account of wages from 1-12-1998 to 31-12-1998 (the name of the recipient is not clear). Ex. W 11
12. Copy of the cash receipt said to have been given by Shri Chandrababu having received Rs. 1980 towards arranging one contract driver wages for the month of November 1998. Ex. W 12
13. Copy of the cash receipt said to have been given by Shri M.G. Ganesh having received Rs. 480 for 8 days wages towards the duty performed at telephone exchange during August 1998. Ex. W 13
14. Copy of the Cash Receipt said to have been given by Shri Swamy R for having received Rs. 480 for 8 days wages during August 1998 towards the duty performed as building caretaker at kadri exchange. Ex. W 14
15. Copy of the contractors bill said to have been given by Shri Lingappa for having received Rs. 1620 towards engaging a Night Watchman at Vittal Exchange for 27 days. Ex. W 15
16. Copy of the receipt said to have been given by Shri Sunil Kumar for having received Rs. 1560 towards labour engagement wages from 16-2-99 to 28-2-1999 for 13 days each for two persons. Ex. W 16
17. Copy of the receipt said to have been given by Shri Sunil Kumar for having received Rs. 1560 towards labour engagement wages from 16-2-99 to 28-2-99 for 13 days each for two persons. Ex. W 17
18. Copy of the receipt said to have been of contractor for having engaged mazdoors during February 1999 for having received Rs. 5460. Ex. W 18
19. Copy of the receipt said to have been for having engaged four persons as labourers during November 1997 and received Rs. 3060. Ex. W 19

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| 20. Copy of the receipt said to have been for having engaged four persons as labourers during January 1999 for 18 working days amounting to Rs. 5230. | Ex. W 20 | 32. Copy said to have been of the duty chart of Katipalla Telephone exchange for the week ending 23-1-1999 and 29-1-1999. | Ex. W 32 |
| 21. Copy of the receipt said to have been for having engaged four persons as labourers during February 1999 amounting to Rs. 2160. | Ex. W 21 | 33. Copy said to have been of the log book of some department of vehicle. | Ex. W 33 |
| 22. Copy of the receipt said to have been for having engaged three persons as labourers during January 1999 amounting Rs.2100 for 13 days, 12 days and 10 days respectively. | Ex. W 22 | 34. Copy said to have been of the office order issued by AGM(Commercial), Mangalore in arranging Group D duty in his section. | Ex. W 34 |
| 23. Copy of the receipt said to have been for having received Rs.1440 towards house keeping charges in works section, GMTD, Mangalore for Nov.1998. | Ex. W 23 | 35. Copy said to have been of the letter issued by the Accounts Officer, Mangalore regarding replacement of burnt tube light in TR II Section addressed to the Sub-Divisional Engineer(Admn.), Mangalore | Ex. W 35 |
| 24. Copy of the receipt said to have been for having received Rs.9,240 towards house keeping charges for 5 persons for 154 days in commercial section, GMTD, Mangalore for Nov.1998. | Ex. W 24 | 36. Copy said to have been of authorization in the name of Shri Harish for collecting Rs.1800 issued by Shri S.M. Hegde. | Ex. W 36 |
| 25. The copy of the receipt said to have been for having paid wages during June 1998 for 28 days in respect of Sri Santhosh, Labour. | Ex. W 25 | 37. Copy said to have been of the letter issued by Sub-Divisional Engineer regarding issue of one no.ORIT card to Shri Kiran. | Ex. W 37 |
| 26. Copy of the receipt said to have been for having received Rs.1620 towards wages for the month January 1999 by Smt. Nalini. | Ex. W 26 | 38. Copy said to have been of the routine correspondence addressed to Shri P. Krishnappa, RLU Exchange Kadri by the Assistant Engineer (Admn.) | Ex. W 38 |
| 27. Copy of the receipt said to have been for having received Rs.3240 wages for the month of February 1999 by Vaishali and another labourer for 27 days each. | Ex. W 27 | 39. Copy said to have been of the Recreation Club Kadri receipts. | Ex. W 39 |
| 28. Copy of the receipt said to have been for having received Rs.1440 towards wages for the month January 1999 by Smt. Nalini. | Ex. W 28 | 40. Copy said to have been of the letter issued by Shri Mathew George, Dy. Director General regarding casual labourers (grants for temporary status and regulation) scheme. | Ex. W 40 |
| 29. Copy of the payment receipt said to have been for the wages paid for during the vehicle at Modbidri. | Ex. W 29 | 41. Copy said to have been of the letter addressed to the Chief General Manager dated 14-8-1999 by the DDO(P) Shri H.K. Gupta. | Ex. W 41 |
| 30. Copy of the receipt said to have been for having received Rs.450 towards the office peon duty charges given by Shri Madhava Raj for the period from 1-4-98 to 15-4-98. | Ex. W 30 | 42. Copy said to have been of the Circular issued by the Asst.General Manager (Admn.) regarding recruitment etc. | Ex. W 42 |
| 31. The copy said to have been of the peon duty chart of surathkal telephone exchange for the week ending 8-10-1994 and 15-10-1994 | Ex. W 31 | 43. Copy said to have been of the letter issued by the General Manager regarding information on casual mazdoors. | Ex. W 43 |
| | | 44. Copy said to have been of the letter issued by the General Manager regarding case for grant of temporary status of casual labourers working in the department. | Ex. W 44 |
| | | 45. Copy said to have been of the letter issued by the Divisional Engineer | Ex. W 45 |

regarding posting of RMs for Nanthur Exchange regarding.		before the ALC (Central) Mangalore.	
46. Copy said to have been of the letter issued by the Jr. Telecom Officer regarding engaging of casual mazdoor.	Ex. W46	61. Copy said to have been of the memo dated 4-7-01 filed by the first party before the ALC (Central) Mangalore	Ex. W61
47. Copy said to have been of the letter addressed to General Manager Telecom regarding letter dated 11-9-1998.	Ex. W47	62. Copy said to have been of the minutes of the conciliation proceedings held on 4-7-2001	Ex. W62
48. Copy said to have been by the Accounts officer regarding objection raised on SDERLU Bijai.	Ex. W48	63. Copy said to have been of the failure report sent to Secretary to Govt. of India by the ALC (Central), Mangalore.	Ex. W63
49. Copy said to have been of the letter issued by Sub-Divisional Engineer regarding engagement of casual labourers-ban.	Ex. W49	64. Copy said to have been of the letter regarding permission for recruitment in the cadre of Regular Mazdoor dated 30-7-2001 issued by the Assistant Director General (TE).	Ex. W64
50. Copy said to have been of the letter issued by the Sub-Divisional Engineer regarding engaging of Mazdoors on Contract basis	Ex. W50	65. Copy said to have been of the registration, registering first party union under Indian Trade union Act.	Ex. W65
51. Copy said to have been of the letter dated 30-3-1999 issued by the Sub Divisional Engineer regarding engaging of Mazdoors on contract basis.	Ex. W51	66. Copy said to have been of the documents showing the payment of salary to Shri Vasanth from January 94 to March 1999.	Ex. W66
52. Copy said to have been of the letter dated 18-12-1998 addressed, to the GM, Telecom issued by the DE (Kadri) regarding Agenda for bimonthly meeting.	Ex. W52	67. Copy said to have been of the document showing the payment of salary to Shri Sunil Kumar from 27-10-1993 to 28-2-1999	Ex. W67
53. Copy said to have been Office note dated 28-6-1996.	Ex. W53	68. Copy said to have been of the document showing the payment of salary to Girish M.P for the period May 94 to 29-9-98.	Ex. W68
54. Copy said to have been of the minutes of weekly management meeting held on 9-10-1996 signed by the Asst. General Manager (Admn).	Ex. W54	69. Copy said to have been of the extract of wage bill of casual employees who worked in GM Office for the period from April 92 to July 96.	Ex. W69
55. Copy of the letter issued by the Assistant Director General dated 4-11-90 regarding payment of wages to semi skilled/skilled casual workers.	Ex. W55	70. Copy said to have been of the Chart of the employees who worked in GM Office as per the document No.5 produced before the Conciliation Officer during conciliation.	Ex. W70
56. Copy said to have been of the letter No.269-8/94STN dated 9-5-1994 signed by the Assistant Director.	Ex. W56	71. Copy said to have been of the Objection statement filed by the second party before the conciliation officer dated 4-7-2001	Ex. W71
57. Copy said to have been of the revision of labour rates signed by the Accounts Officer dated 2-7-1998.	Ex. W57	72. Carbon copy of the minutes dated 4-7-01 said to have been recorded during the conciliation by the conciliation officer.	Ex. W72
58. Copy said to have been of the Application No.559/99,685 to 823/2000 filed before the CAT, Bangalore.	Ex. W58	73. Carbon copy of the report of failure report dated 20-7-2001 submitted by the conciliation officer to the Government.	Ex. W73
59. Copy said to have been of the complaint filed for illegal termination of service before the ALC (Central) Mangalore.	Ex. W59	74. Rejoinder said to have been filed by the first party dated 20-3-2001	Ex. W74
60. Copy said to have been of the memo dated 4-6-2001 filed by the first party	Ex. W60		

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| 75. Parawise counter submitted said to have been by the second party to rejoinder dated 20-3-2001 | Ex. W75 |
| 76. Written statement said to have been of the first party dated 23-5-2001 | Ex. W76 |
| 77. Memo of the first party dated 4-6-2001 | Ex. W77 |
| 78. Proceedings/minutes said to have been of the joint discussion held on 4-6-2001 | Ex. W78 |
| 79. Minutes of discussion said to have been dated 23-5-2001 | Ex. W79 |
| 80. Minutes of joint discussion said to have been dated 23-4-2001. | Ex. W80 |

नई दिल्ली, 11 जुलाई, 2012

का.आ.2577.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी. पी. सी. एल. कोच्चि रिफाइनरी, के के एलीयाज, एस बी कस्टसन एण्ड टवल्स इरनाकुलम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, इरनाकुलम के पंचाट (संदर्भ संख्या 22/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-7-2012 को प्राप्त हुआ था।

[सं. एल-30012/1/2010-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 11th July, 2012

S.O.2577.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. C.R. No. 22/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s BPCL, Kochi Refinery, Shri K.K. Aliaz, S. B. Construction (Ernakulam) and their workman, which was received by the Central Government on 2-7-2012.

[No. L-30012/1/2010-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri. D. Sreevallabhan,
B. Sc., LL.B., Presiding Officer

(Wednesday the 30th day of
May, 2012/9th Jyasham, 1934)

I.D.22/2010

Workman : Shri. Shaji K.O.,
Kannammolayil House,
Puttumanoorakara,

Puthencruz P. O., Ernakulam.

By Adv. Shri. C. Anilkumar.

Managements: 1. The General Manager -H.R.,
BPCL - KR, Corporate Office,
Kundanoor.

2. Shri. K. K. Aliaz,
S/o. Shri. Kurian,
Kallummel House,
Peringala P. O.,
Kumarapuram, Ernakulam.

M/s. S.B. Construction and Travels,
Mundackal House,
Parappillil Road,
Thiruvankulam P.O.,
Ernakulam - 682 305.

By M/s. Menon &
Pai—1st Management.

By Adv. Alias M.M.
(2nd & 3rd Managements)

This case coming up for final hearing on 28-5-2012 and this Tribunal-cum-Labour Court on 30-5-2012 passed the following :

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government, Ministry of Labour has referred this industrial dispute to this Tribunal for adjudication as per order No.L-30012/1/2010-IR(M) dated 3-6-2010.

2. The dispute is :

“Whether the action of Shri.K.K.Elias, the erstwhile Transport Contractor of M/s.BPCL-Kochi Refinery in terminating the services of Shri.Shaji K.O. w.e.f. 1-4-2009 is fair and justified?

Whether the action of S.B. Construction and Travels, a contractor of M/s. BPCL-Kochi Refinery in not providing employment to Shri. Shaji K.O., whereas employment was alleged to have been provided to other workmen junior to him, is legal and justified?

What relief the workman concerned is entitled to and from which date?”

3. The workman was working as a driver under the 2nd management engaged by the first management for the purpose of transportation of canteen food items to various locations in vehicles. He had worked until the expiry of the term of the contract between the first management and the 2nd management. Thereafter the 3rd management entered into the contract for the transportation of food items. The first management declined to issue gate pass to him and hence 3rd management could not provide employment to him. All the other drivers junior to him

were engaged by the 2nd management were employed by the 3rd management. It has resulted in raising the industrial dispute by the workman challenging the termination of his service by the 2nd management and refusal to provide employment to him by the 3rd management.

4. Workman filed claim statement after his appearance before this Tribunal with a prayer to pass an award directing the first management to reinstate him with back wages, continuity of service and all other consequential benefits. It is alleged that he was working as a casual driver attached to the first management continuously and in an uninterrupted manner from 5-5-2000 until the expiry of the period of contract of the 2nd management on 31-3-2009. The 3rd management which entered into the contract with the first management afterwards was willing to provide employment to him. Due to the refusal of the first management to issue gate pass and the instructions of its officials not to provide employment to him he was not employed by the 3rd management. Hence the termination of his service was by the first management due to non issuance of gate pass and the same was effected without following any procedure and without hearing him. During the time of conciliation proceedings first management raised the allegation that he was responsible for an accident occurred on 12-11-2008 with the fire truck of the first management and in order to cover up the same the fire truck was painted by him without the knowledge of its officials. Nobody can do such painting work inside the refinery as it is a high security area. The fact that he was allowed to continue to work till 31-3-2009 and was not issued with any charge sheet or imposed with any punishment is indicative of the falsity of the allegation levelled against him by the first management. His service was terminated without any justifiable reason. All other drivers, who were juniors to him were engaged and his service alone was terminated in violation of the provisions of Ss.25-F, 25-G and 25-H of the Industrial Disputes Act.

5. All the three managements entered appearance but afterwards managements 2&3 remained exparte. The first management alone filed written statement and the contentions put forward are that the workman was never employed by the first management and there was no employer-employee relationship at any time between the first management and the workman. There cannot be the question of denial of employment to him by the first management and hence he is not entitled to raise any valid industrial dispute against the first management under the provisions of the Industrial Disputes Act, 1947. The demand of the workman against the first management will not come within the definition of industrial dispute under section 2(k) of the Industrial Disputes Act. The first management is not a necessary or proper party in a dispute alleging termination of employment by the contractor and hence the same is unnecessarily made as a party to the reference. The workman while working as the driver under the 2nd

management which had undertaken the contract for vehicles for the supply of food to the various locations in the refinery was found responsible for an accident that occurred at around 00.10 hours on 12-11-2008 due to his rash and negligent driving. It had resulted in causing damage to the fire truck owned by the first management and while 2nd management was making enquiry about it he had painted the fire truck without the approval of the Fire & Safety Department with the paint brought by him inside the refinery premises without intimating the security department. It is a clear violation of the Safety and Security Rules of the refinery. Hence instruction was issued by the Safety Department prohibiting his entry into the refinery premises and so the 3rd management did not engage him for the above work. He was the driver engaged by the 2nd management and on termination of his employment he was paid all the terminal benefits by the 2nd management as per the terms and conditions of the settlement entered into between the Contractors' Association and the Trade Unions of the contract labours. He can still be engaged by the 3rd management in the vehicles making services outside the refinery. He was never engaged by the first management directly. After awarding the fresh contract to the 3rd management some of the workers of the previous contractor were engaged due to reasons best known to them and the first management has not interfered in those matters. The allegation that his service was terminated by the first management is totally incorrect. The first management is having valid reasons in objecting his entry in the premises. There was no termination of employment by the first management and the provisions of Ss.2S-F, 2S-G & 2S-H are not applicable in the absence of any employer-employee relationship. His entry in the refinery premises is detrimental to the safety of the refinery and the interest of the first management. In view of the nature of the act committed by him the prevention of his entry in the refinery premises is legal and valid. The workman is not entitled to get any relief as against the first management. The 3rd management is perfectly justified in not engaging the workman in connection with the works taken on contract with the first management.

6. Workman filed rejoinder denying the contention that the first management is not a necessary party to the proceeding and reaffirming the allegations in the claim statement about the accident and also challenging the justifiability in denying the issuance of gate pass to him.

7. For the purpose of deciding this reference workman was examined as WW1 and Exts.W1 & W2 were got marked. For the first management one witness was examined as MW 1.

8. The points for determination are :

- (1) Whether the termination of service of the workman by the 2nd management is fair and justified ?

- (2) Whether the action of the 3rd management in not providing employment to the workman is legal and justified?
- (3) Whether the 1st management is a necessary party to this reference?
- (4) What relief, if any, the workman is entitled to?

9. Point No.(1): Two limbs are there for this reference. The first limb is whether the action of the 2nd management, the erstwhile transport contractor of the first management, in terminating the service of the workman w.e.f. 1-4-2009 is fair and justified. It is not in dispute that the 2nd management was engaged by the first management for the purpose of the supply of canteen foods to various locations in the refinery in vehicles and the workman was one of the drivers who were working under the 2nd management to carry out the work. There is no case for the workman that his service was terminated by the 2nd management either in the pleadings or in the evidence. The specific case put forward by him in his claim statement is that he could not have been employed by the 3rd management due to the refusal of the first management to issue gate pass to him and the same has resulted in the termination of his service by the first management and the termination is in violation of the provisions under Sections 25-F, 25-G and 25-H of the Industrial Disputes Act. He claims that the first management is to be made liable to pay the salary and other benefits due to the termination of his service. It is not a matter to be considered to answer the reference as the reference is with regard to the justifiability of termination of his service by the 2nd management. In para 8 of the written statement it is specifically contended that he was engaged by the 2nd management and on termination of his employment the 2nd management had paid all the terminal benefits to the workman as per the terms and conditions of the settlement entered into between the Contractors' Association and the trade unions of the contract labours and the same is not denied by the workman in the replication filed by him or at the time of his examination as WW 1. In para 3 of the claim statement it is stated that he had worked up to 31-3-2009 till the expiry of the term of the previous contractor who is the 2nd management. He has no case that his service was not validly terminated by the 2nd management. It is specifically contended by the first management that there is no employer-employee relationship between the workman and the first management. There is nothing on record to satisfy that he was at any time an employee under the first management. There is absolutely no pleading or any evidence to satisfy that his service was not validly terminated by the 2nd management. On the basis of the available evidence it can be held that the action of the 2nd management in terminating the service of the workman is fair and justified.

10. Point No.2: The second limb of the reference is as to the justifiability of the action of the 3rd management

in not providing employment to the workman while the other workmen junior to him were provided employment. There is no case for the workman that the 3rd management denied employment to him. It is expressly stated in para 3 of the claim statement that the 3rd management was willing to provide employment to him but it is because of the refusal of the first management to issue gate pass he was not employed by the 3rd management. After the expiry of the contractual period of the 2nd management the 3rd management was engaged by the first management for the transportation of food items from the canteen to various locations. Workman had worked up to 31-3-2009, till the expiry of the term of the 2nd management. It is after that he was denied employment when the 3rd management was engaged as the contractor by the first management. There is nothing to show that the workman has got the right to continue to be employed as a casual labour of the first management after the engagement of the 3rd management as the contractor or that the first management is not having the right to refuse to permit entry by not issuing the gate pass. No challenge was made about continuity of service or refusal to provide employment by the first management to the workman. The 3rd management applied for issuance of gate pass to the workman and the same is evidenced by Ext.W2 letter dated 28-4-2009. The first management refused to issue gate pass to him stating that there was misconduct on his part while working under the 2nd management. It does not deserve much consideration in this case as the question referred to is confined with regard to the justifiability of the action of the 3rd management in denying employment to him while his juniors were being employed. As there is no challenge with regard to the denial of employment by the 3rd management and there is the express plea that the 3rd management is willing to provide employment to him it cannot be held that the 3rd management is not justified in not providing employment to him.

11. Point No.3: As the 2nd and 3rd managements were engaged by the first management as the contractors it cannot be said that the first management is not a necessary party with regard to the dispute as to the termination of his service by the 2nd management and as to the justifiability of the action of the 3rd management in not providing employment to him in view of the facts and circumstances in this case.

12. Point No.4: In View of the aspects discussed above it can be held that the action of the 2nd management in terminating the services of the workman w.e.f. 1-4-2009 is fair and justified and the action of the 3rd management in not providing employment to him under the first management is legal and justified. Hence the workman is not entitled to any relief.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 30th day of May, 2012.

D. SREEVALLABHAN, Presiding Officer

APPENDIX

Witness for the workman

WWI—Shaji K.O., S/o K.V. Ouseph, Kannamoolayil House, Puttumanookara, Puthencruz P.O., Ernakulam.

Witness for the first management

MW I—Shibu Mani, Manager (Legal), BPCL, KR, Corporate Office, Kundanoor.

Exhibits for the workman

W I— Photocopy of the statement dated 14-8-2009 filed by the first management before the Asst. Labour Commissioner (Central).

W2— Photocopy of the letter dated 28-4-2009 of SB Constructions & Travels addressed to the Chief Manager (F&S), BPCL (KR), Ambalamughal.

Exhibit for the first management—Nil.

नई दिल्ली, 12 जुलाई, 2012

का.आ. 2578.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जनरल मैनेजर, भारतीय रिजर्व बैंक नोटमुरडन प्रा. लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 18/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-7-2012 को प्राप्त हुआ था।

[सं. एल-16012/01/2008-आई आर (डीयू)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 12th July, 2012

S.O. 2578.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. C.R.No.18/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the employers in relation to the General Manager, Bharatiya Reserve Bank Note Murdan Pvt. Ltd. and their workman, which was received by the Central Government on 12-7-2012.

[No. L-16012/01/2008-IR (DU)]

SURENDRA KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, 1st June, 2012

Present : SHRI S.N. NAVALGUND, Presiding Officer

C. R. No. 18/2009

I PARTY

Shri N. Devadoss,
Talluru Village & Post Kanigiri
Mandalam, Prakasham District (AP),
Prakasham District -523111

II PARTY

The General Manager,
Bharatiya Reserve Bank Note
Murdan Pvt. Ltd.,
No.3 & 4, 1st Stage, BTM Layout,
Bannerghatta Road,
Bangalore-560029

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this dispute vide order No. L-16012/1/2008-IR(DU) dated 9-4-2009 for adjudication on the following Schedule.

SCHEDULE

"Whether the action of the management of Bharatiya Reserve Bank Note Murdan (P) Ltd., in terminating the services of their workman Shri N. Devadoss w.e.f. 23-7-2004 is legal and justified? If not, what relief the workman is entitled to?"

2. After receipt of the reference pursuant to the notices issued by this court the first party and the second party entered their appearance through their respective advocates and filed the claim and counter statement.

3. The first party in his Claim statement filed on 29-9-2010 asserts that he who joined the services of the second party as Grade-IV Production Employee on 15-10-1997 having regard to his sincerity, honesty and hard work the second party deputed him for training on currency pre-printing to Switzerland and on completion of his training he was regular to his duties and in the first week of June, 1999 he was arrested on the allegations of committing murder of his wife by the Kanigiri police in Andhra Pradesh and he informed the same to the second party management on telephone apart from writing letter expressing his inability to attend his duties and as he was released on bail after 54 days he reported to duty and continued to work and to his misfortune in respect of the said case registered

in SC No. 116/2000 on the file of III Addl. District and Sessions Judge (Fast Track Court), Ongole, Andhra Pradesh, on 4-11-2003 judgement was delivered and he was found guilty and convicted to undergo rigorous imprisonment for life and to pay fine of Rs.1500 and in default to undergo simple imprisonment for 3 years, as such from that day onwards he could not attend to his duties and he informed the same news and his inability to report to Shri D.K. Rao, the then Dy. Manager and also sent telegram from the jail to the second party management on 17-11-2003 intimating his plight and that on his appeal to the Hon'ble High Court of Andhra Pradesh in Criminal Appeal No. 324/2004 through judgement dated 4-9-2006 he came to be acquitted and pursuant to that order of acquittal came to be released from jail on 7-9-2006 and immediately thereafter obtaining the copy of the order of the Hon'ble High Court of Andhra Pradesh he requested the second party management for permitting him to report to duties by his letter dated 9-10-2006 but he was not permitted to report to duty saying that he has been terminated from the services w.e.f. 23-7-2004 itself by holding exparte departmental enquiry. It is further stated that due to the wrong conviction by the III Addl. District and Sessions Judge (Fast Track Court), Ongole through its judgement dated 4-11-2003 he was compelled to remain absent from 3-11-2003 till he was released from the jail on 7-9-2006, pursuant to the order of the Hon'ble High Court of Andhra Pradesh in Criminal Appeal No. 324/2004 and inspite of he communicating the same the second party management without duly serving him notice while he was in the Jail terminated his services which is illegal and he being not gainfully employed he prays to set aside the order of termination and to direct the management to reinstate him with full back wages and other consequential benefits.

4. The second party which filed its counter statement through its General Manager (Finance-Cum-Company Secretary) dated 1-9-2010 without disputing the first party joining the services of the second party as an Industrial Workman Grade-IV on 15-10-1997 and that he underwent training at Switzerland for the pre-printing of notes contended that since first party remained unauthorisedly absent from 3-11-2003 he was issued with notices dated 26-11-2003, 20-12-2003 and 31-1-2004 and as there was no response to the same the competent authority issued the charge sheet for his unauthorized absence from 3-11-2003 as his whereabouts were not traceable sent it by registered post with Acknowledgement Due to his native address which was received by his mother and despite receipt of the same since there was no response either in writing or otherwise from the first party the competent authority resorted to substitute service of notice to the first party in two daily newspapers, one published from Mysore and one published from Guntur (Eenadu) regarding the unauthorized absence and further informed that disciplinary action being initiated against him pursuant to the charge sheet issued to him to appear before the enquiry officer on

13-4-2004 at 10 hours in the company's premises and inspite of due publication of the said notices in the newspapers dated 31-3-2004 and 2-4-2004 he did not appear before the enquiry officer and the enquiry officer while placing him exparte examining one witness for the management and receiving 12 records marked as Ex. M 1 to M 12, by his reasoned conclusion submitted his finding that the charge levelled for unauthorized absence from 3-11-2003 being proved and after the competent authority while forwarding the copy of the report to the first party through his letter dated 11-5-2004 giving him an opportunity to make his representation on the findings of the enquiry officer which was received by his mother at his native address, since no response was received from the first party concurring with the findings of the enquiry officer proposing to dismiss the first party from the services he issued show cause notice which came to be received by his mother again at his native address and as no response was received, to the same the competent authority by order dated 23-7-2004 dismissed him from service. Thus it is contended due to the unauthorized absence of the first party from 3-11-2003 after holding enquiry he has been dismissed from service. Thus the management contended its order dismissing the first party from service is proper as such there is no reason to interfere in the same.

5. Since having regard to the specific allegations made by the first party that the Domestic Enquiry was conducted behind his back when he was put in jail on wrong conviction for the alleged murder of his wife, while framing preliminary issue "whether the Domestic Enquiry conducted against the first party by the second party is fair and proper?", after receiving the evidence of the enquiry officer for the management and through him marking Copy of Order dated 27-3-2004 appointing Shri Sibaji Choudhury as Enquiry officer; Copy of Order dated 27-3-2004 appointing Shri Subodh Kumar as Presenting Officer; Photo copy of letter dated 29-3-2004 addressed to the first party informing him of the date of hearing as 13-4-2004; Proceedings of the domestic enquiry held on 13-4-2004; Evidence of Smt. Suchitra U as Management Witness 12 documents marked in evidence in the enquiry proceedings as Ex.M1 to M12; Extract of the Standing Orders of Second Party; Enquiry Officer report with covering letter dated 5-5-2004 as Ex.M1 to M8 and the evidence of the first party and marking through him Letter dated 15-11-2006 of the management/ Second Party as a reply to the first party dated 9-10-2006 refusing him permission to join duty; Copy of representation said to have been given by the first party dated 31-8-2007; Copy of another representation by the first party to the second party dated 25-10-2007; Certificate issued by Post master Kanigiri Head Office certifying that a telegram was booked on 17-11-2003 at 13.30 under Sl.No. A 1 and receipt No.305 for Rs.15 of destination to Mysore (under which conviction of first party was said to have been intimated); Admission card of first party being admitted in Jail from 14-11-2003 being convicted by the 3rd

Additional District and Session Judge, Ongole for offences under section 302 and 201 of the IPC; Professional Couriers receipt dated 8-9-2004; three letters addressed by the first party to the second party dated Nil said to have been returned to him; Second Party's letter dated 1-7-2008 forwarding copy of the order passed by the Appellate Authority dated 30-6-2008; the representation of first party to the RLC (C) dated 7-3-2008; Eenadu Daily newspaper dated 20-11-2010; Eenadu Daily newspaper dated 22-11-2010 Guntur Dist; Eenadu Daily newspaper East Godavary Dist. Dated 20-11-2010; Eenadu Daily, News Paper Prakasham Dist. Dated 23-11-2010; Eenadu Daily Newspaper Krishna Dist. Dated 23-11-2010 as Ex. W1 to W14, after hearing the arguments addressed by the learned advocates appearing for both the sides by order dated 7-04-2011 the said issue has been answered in the 'negative' holding that the domestic enquiry conducted against the first party by the second party being 'not fair and proper' now the second party, and the first party having led evidence on merits by examining Shri A Satyanarayana, Dy. General Manager for the second party and exhibiting through him office copy of the letter sent to the first party by the competent authority dated 11-5-2004 through registered post; Postal acknowledgement regarding service of the letter dated 11-5-2004 on the mother of the first party; Office copy of the Memo issued to the first party dated 1-6-2004; Copy of another memo issued to the first party dated 23-7-2004 forwarded through registered post; Postal acknowledgement regarding service of the said memo on the mother of the first party; Photostat copy of the account payee cheque sent to the first party along with memo dated, 26-7-2004 towards one months notice pay as Ex. M1 to M6 and with the consent of the first party counsel Ex. M1 to M12 which were marked in the Domestic Enquiry, as Ex. M7 series and interalia the first party examined himself as WW1 and got marked the same documents that he had got marked while giving evidence on the Domestic Enquiry as Ex. W1 to W14 as Ex. W1 series with the consent of the counsel for the second party, now it is to be seen on merits whether the second party is justified in terminating the services of the first party w.e.f. 23-7-2004.

6. Taking into account the pleadings and evidence adduced by both the sides on preliminary issue a finding has been arrived at that the first party who was charged for allegedly committing murder of his wife before the III Additional District and Sessions Judge (Fast Track Court) registered in SC No. 116/2000 he was held guilty of the said charge and was being convicted for the same through judgement dated 4-11-2003 he was taken to custody and sent to jail and on his appeal to the Hon'ble High Court of Andhra Pradesh in Criminal Appeal No. 324/2004 he came to be acquitted by setting aside the judgement of conviction by order dated 4-9-2006 and came to be released on the basis of the said judgement on 7-9-2006 and during that period the second party management issued charged sheet, conducted the Domestic Enquiry exparte

while getting the service of notice on his mother which is held insufficient and thus the fact that the first party who went to Ongole to appear before the III Additional District and Sessions Judge (Fast Track Court) on 4-11-2003 the date on which it was posted for judgement and on that day since he was held guilty of the charge and also convicted for life and taken to custody he was unable to report his duties till he was released by virtue of the judgement of the Appellate Court on 7-9-2006. Having regard to the fact of his conviction by the III Additional District and Sessions Judge (Fast Track Court) and acquittal by the Hon'ble High Court of Andhra Pradesh since it was found that he was compelled to remain absent from his duties from 3-11-2003 to 7-9-2006 and the Domestic Enquiry came to be set aside by due enquiry the learned counsel appearing for the second party was instructed to advise the management since first party jailed in some criminal case not connected to the second party management to reinstate him negotiating on the subject of back wages but the management did not take any action on the said advise and proceeded on merits. Since there is no dispute that due to the wrong conviction by the court he could not attend his duties from 3-11-2003 to 7-9-2006 the date on which he was released by virtue of order of the Appellate Court and when the same was brought to the notice of the second party by his letter dated 9-10-2006 under which he requested for allowing him to resume the duty the management ought to have recalled its order terminating his services and reinstate him denying the wages from 3-11-2003 the date from which he had remained absent till the date on which he appeared with a request to permit him to report to the duty. In a similar situation the apex court of the country in the case of Shri Krushnakant B. Parmar Vs. Union of India & Anr reported in 2012 AIR SCW 1633 relied on by the learned advocate appearing for the first party it is held "if allegation of unauthorized absence from duty is made, the disciplinary authority is required to prove that the absence is willful and in the absence of such finding, the absence will not amount to misconduct and absence from duty without any application or prior permission may amount to unauthorized absence, but it does not always mean willful because there may be different eventualities due to which an employee may abstain from duty, including compelling circumstances beyond his control like illness, accident, hospitalization etc. but in such case the employee cannot be held guilty of failure of devotion to duty and behaviour unbecoming of a Government Servant. Further it is concluded in the said judgment when the appellants were charged of failure of devotion to duty and behaviour unbecoming of a Government Servant on account of his unauthorized absence from duty and without finding that the absence was willful, he was dismissed from service and the order of dismissal was liable to be set aside." In the present case on hand from the evidence on record since it is found that since he was wrongly convicted by III Addl. District and Sessions Judge (Fast Track Court) for allegedly committing murder of his wife through judgement dated

4-11-2003 and was immediately taken to custody and he came to be released from jail on 7-9-2006 by virtue of the Appellate Court setting aside the said conviction through its judgement dated 4-9-2006; the unauthorized absence between 3-11-2003 to 7-9-2006 it was beyond his control and as such same cannot be as one amounting misconduct. Under the circumstances the impugned punishment of terminating the services of the first party by the second party is not sustainable. Since the impugned punishment imposed by the second party is held unsustainable the second party being entitle for reinstatement, the only fact remains for consideration is as to what reliefs he is entitle to. Since admittedly due to the wrong conviction which was beyond his control he could not attend to his duties from 3-11-2003 till 7-9-2006 the date on which he was released from jail for which the second party also cannot be held responsible he cannot claim the salary pertaining to that period. Since after his release from the jail on 7-09-2006 according to his own evidence he approached the second party management seeking permission to report to the duties only on 9-10-2006 he cannot claim any wages or salary for the period 3-11-2003 to 9-10-2006. At the same time since the absence from duty from 3-11-2003 to 9-10-2006 was beyond his control he cannot be denied continuity of service. In the result I arrived at the conclusion that the action of the management is not legal and justified and that the first party is entitle for reinstatement with continuity of service and full back wages from 9-10-2006. In the result I pass the following Award.

AWARD

The action of the management of Bharatiya Reserve Bank Note Mudran (P) Ltd., in terminating the services of their workman Shri N. Devdoss with effect from 23-7-2004 is not legal and justified and that he is entitle for reinstatement with continuity of service with full back wages from 9-10-2006 the date on which he requested to permit him to report to the duty.

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 12 जुलाई, 2012

क्र.आ.2579:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सब डिविजनल इन्जीनियर, टेलीकाम ग्रुप, अमरावती के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सी.जी.आई.टी./एन.जी.पी./208/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-7-2012 को प्राप्त हुआ था।

[सं. एल-40012/147/2000-आई आर (डी यू)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 12th July, 2012

S. O: 2579:—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.CGIT//

NGP/208/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the Sub Divisional Engineer, Telecom Group Amravati and their workman, which was received by the Central Government on 12-7-2012.

[No. L-40012/147/2000-IR (DU)]

SURENDRA KUMAR, Section Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/208/2000

Date: 15-6-2012

Party No. 1

The Sub Divisional Engineer,
Telecom Group, PO & Tah: Achalpur,
District: Amravati, Maharashtra.

Versus

Party No. 2

Shri Dinesh S/o. Gajanan Londhe
R/o. Gupta Nagar, Khandli,
PO: Paratwada, Tah. Achalpur,
Distt. Amravati, Maharashtra.

AWARD

(Dated: 15th June, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of the Sub Divisional Engineer, Telecom Group and their workman, Shri Dinesh Londhe, for adjudication, as per letter No. L-40012/147/2000-IR (DU) dated 30-6-2000, with the following schedule:-

"Whether the action of the management of Telecom through its Sub Divisional Engineer, Telecom Group, Achalpur Distt. Amravati in terminating/removing the services of She Dinesh Gajanan Londhe w.e.f. 2-10-1999 is legal, proper & justified? If not, to what relief the said workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Dinesh Londhe, ("the workman" in short), filed the statement of claim and the management of the Sub Divisional Engineer, Telecom Group ("Party No. 1" in short) filed its written statement.

The case of the workman as projected in the statement of claim is that he is a permanent resident of Khandali and is a handicapped person due disarticulated

right shoulder and a post of Sweeper was vacant in the office of party no. 1 and he was applied for the said post and party no. 1 considered his application for appointment on the said post, as per Government policy and he was engaged by party no. 1 as a sweeper w.e.f. 17-7-1998 and he continued to work till 30-9-1999, but party no. 1 did not issue any appointment order to him, even though his attendance was taken in the attendance register from 17-07-1998. The further case of the workman is that party no. 1 did not pay him salary as per the minimum wages Act and paid only Rs.5 per day and he gave number of applications requesting to pay him the minimum wages as his salary and because of his insistence for regular salary, the party no. 1 became prejudice against him and terminated his services w. e. f. 1-10-1999 and he came to know that after his removal from the services, party no. 1 engaged one shri Balu in his place and by letter dated 7-12-1999, he approached the party no. 1 to allow him to continue in service, but to no effect and the termination of his services was in breach of the provisions of Sections 25-F, 25-G and 25- H of the Act and inspite of his repeated request for his reinstatement in service, party no. 1 did not take any action in the matter, so he raised the industrial dispute before the Labour Commissioner and in the written statement filed before the Labour Commissioner, party no. 1 took the plea that his employment was adhoc employment and some other persons were also engaged by the authority for doing the work of sweeper during the period in question and from the date of appointment, he worked continuously till the date of termination and no other person was engaged by party no. 1 to do the work of sweeper during that period.

The workman has prayed to reinstate him in service with continuity and full back wages.

3. Party no. 1 in its written statement has pleaded inter-alia that the workman was engaged on contract basis for half an hour a day, on agreed daily wages and as the engagement of the workman was on contractual basis, there was no relationship of employer and employee between it and the workman and as such, provisions of the Act are not applicable and the reference has been wrongly referred to the Tribunal for adjudication and on the ground of want of jurisdiction, the reference has to be answered in negative and the workman had never worked for 240 days in a calendar year and the party no. 1 was engaged for the period from 15-7-1998 to 31-7-1999 and worked for 143 days during the said period and the workman is not entitled for claiming permanency and there is no sanctioned post of sweeper in its office, hence question of regularisation of the workman does not arise and the contractual engagement was discontinued and its office has already been shifted to a new premises at Paratwada and the services of the workman are no more required and the workman is not entitled to any relief.

4. Besides placing reliance on documentary evidence, parties have led oral evidence in support of their respective

claims. The workman has examined himself as a witness in support of his claim. His evidence is on affidavit. In his evidence, the workman has reiterated the facts mentioned in the statement of claim. He has also proved the Xerox copies of the attendance register as Ext. W-II.

In his cross-examination, the workman has stated that his age was 18 years, when he started working in the office of SDE and he has passed class 12th and he had not made any application to the authority for payment of the minimum wages and he does not know if party no. 1 engaged one Balu as the sweeper, after his removal from services or not and no written order was issued regarding the termination of his services.

5. One Anand Damodhar Petkar a Divisional Engineer, BSNL, has been examined as a witness on behalf of the management. His examination-in-chief, which is on affidavit is also in the same line of the stands taken by party no. 1 in the written statement.

In his cross-examination, this witness has admitted that the workman was working in the office of SDE, Achalpur and the attendance register of the workman has not been produced by the management, even though an order was passed by the Tribunal for the same and Ext. W - II is the copy of the attendance register of the workman and no documents has been filed to show that the workman was engaged on contract basis.

6. At the time of argument, it was submitted by the learned advocate for the workman that the workman is a handicapped person and the post of sweeper was vacant in the office of party no. 1 at Achalpur and the workman applied for the said post and the authority took interview after considering his application and appointed the workman on regular basis and the workman worked continuously from 17-7-1998 to 30-9-1999 without any break and such facts have been duly proved by the workman by producing evidence including Ext. W-II and without compliance of the mandatory provisions of Section 25- F of the Act, the services of the workman were terminated on 1-10-1999 and such termination amounts to retrenchment and as the termination of the workman is illegal, he is entitled for reinstatement in service with continuity and full back wages.

7. Per contra, it was submitted by the learned advocate for the party no. 1 that the workman was engaged on contract basis to sweep the office and the attendance register was maintained just to count the number of working days of the workman and there was no relationship of employer and employee between the party no. 1 and the workman and as such, provisions of the Act do not apply to this case and the reference has been wrongly made to this Tribunal and the reference is not maintainable due to want of jurisdiction and the workman did not complete 240 days of work in any calendar year and he was engaged initially from 17-7-1998 to 31-7-1999 and worked for

113 days during that period and there is no sanctioned post of sweeper in the office of party no.1 hence, the workman is not entitled to any relief.

8. First of all, I will take of the contention raised by the learned advocate for the party no.1 that the workman was engaged on contract basis to do the work of sweeping for half an hour daily, on payment of the agreed wages and as such there was no relationship of employer and employee between the parties and the reference has been wrongly made for adjudication.

On perusal of the materials on record, it is found that there is no legal evidence on record to show that the engagement of the workman was on contract basis. Except the oral evidence of the witness examined on behalf of the party no.1, there is no other evidence on record in support of such claim. From the materials on record, it is found that the claim of party no.1 that the workman was engaged on contract basis and that there was no employer and employee relationship between it and the workman has no force and therefore, there is no force in the contention that the reference has been wrongly made and the reference cannot be adjudicated due to want of jurisdiction.

9. During the course of argument, it was contended by the learned advocate for the workman that the appointment of the workman was made on regular basis after interview. However, it is necessary to be mentioned here that such contention cannot be entertained, as there is neither such pleading in the statement of claim nor the workman has stated so in his evidence. There is also no evidence on record in support of such claim. Rather, the workman in the statement of claim and so also in his evidence has stated that he was being paid Rs.5 per day as wages and as he insisted for payment of the minimum wages as regular salary, the party no.1 terminated his services. From the materials on record, it is clear that the engagement of the workman was on temporary basis on daily wages and his engagement was not done in accordance with the recruitment Rules.

10. It is well settled that before a workman can complain of retrenchment being not in consonance with Section 25-F of the Act, he has to show that he had rendered 240 days of work within the period of 12 calendar months commencing and counting backwards from the relevant date i.e. the date of retrenchment.

In this case, the workman has claimed that he worked continuously from 17-7-1998 to 30-9-1999 and his services were terminated orally on 1-10-1999. Party no. 1 has denied that the workman completed 240 days of work in any calendar year. According to party no.1, the workman worked for only 113 days between 17-7-1990 to 31-7-1999. So, it is to be found out as to whether the workman has been able to prove that infact, he had worked at least for 240 days in the 12 months preceding the date of his termination i.e. 1-10-1999.

Perused the materials on record including the pleadings of the parties and the evidence, both oral and documentary. Though the party no. 1 has pleaded that the attendance of the workman was being taken in the register to count the number of working days of the workman, such register was not produced inspite of direction in that regard. Moreover, there is no specific denial in the written statement that the workman worked from 17-7-1998 to 30-9-1999. Ext. W-II, the copy of the attendance register of the workman relates to the period from 17-7-1998 to 30-4-1999. From Ext. W-II, the genuineness of which has not been disputed by the witness examined by party no. 1, it is found that from 17-7-1998 to 30-4-1999, the workman had worked for more than 200 days excluding Sundays and public holidays. So, by taking the entire evidence on record, it is found that the workman had worked for more than 240 days in the preceding 12 months of 1-10-1999. Admittedly, the provisions of Section 25-F of the Act, which are mandatory in nature were not complied by the party no. 1, before termination of the services of the workman. So, the termination of the services of the workman which amounts to retrenchment is illegal.

11. Now, the question remains for consideration is as to what relief or reliefs the workman is entitled to.

The workman has neither pleaded nor proved that from the date of the termination of his services, he is not in gainful employment. Hence, it is found that the workman is not entitled to any back wages.

12. The question now for consideration is as to whether, the workman is entitled for reinstatement in service. In this regard, I think it proper to mention about the principles enunciated by the Hon'ble Apex Court in the case, between "The in-charge officer and another versus Shankar Shetty" reported in 2011(1) MPL J 11:2010(8) SCALE-583. In the said decision, the Hon'ble Apex Court have held that, "Industrial Disputes Act, 1947-Section 25-F/Daily wager/Termination of service in violation of Section 25(F)/Award of monetary compensation in lieu of reinstatement/Respondent was initially engaged as daily wager by appellants in 1978. His engagement continued for about 7 years intermittently up to 6-9-85/ Respondent raised industrial dispute relating to his retrenchment alleging violation of procedure prescribed in Sec. 25(F) of the Act/Labour Court rejected respondents claim: holding that Section 25(F) of the Act was not attracted since the workman failed to prove that he had worked continuously for 240 days in the calendar year preceding his termination 6-9-85. On appeal, High Court directed reinstatement of Respondent into service holding that termination of respondent was illegal-Whether an order of reinstatement will automatically follow in a case where engagement of a daily wager has been brought to an end in violation of "Section 25(F) of the Act-Allowing the appeal-held"

The High Court erred in granting relief of reinstatement to the respondent. The respondent was

engaged as daily wager in 1978 and his engagement continued for about 7 year intermittently up to September 6, 1985 i.e. about 25 years back. In a case such as the present one it appears to us that relief of reinstatement cannot be justified and instead monetary compensation would meet the ends of justice. In our considered opinion the compensation of rupees one lakh (Rs. 1,00,000) in lieu of reinstatement shall be appropriate, just and equitable”.

The principles enunciated by the Hon'ble Apex Court as mentioned above are squarely applicable to the present case at hand. In this case, about 13 years back, the workman was engaged on daily wages on 17-7-1998 and his engagement continued up to 30-9-1999. So, taking the entire facts and circumstances of the case into consideration and applying the principles as mentioned above, it appears that the relief of reinstatement is not justified in this case and instead monetary compensation would meet the ends of justice. In my considered opinion compensation of Rs. 10,000 (Rupees ten thousand only) in lieu of reinstatement shall be appropriate, just and equitable. Hence it is ordered:-

ORDER

The action of the management of Telecom through its Sub Divisional Engineer, Telecom Group, Achalpur Distt. Amravati in terminating/removing the services of Shri Dinesh Gajanan Londhe w.e.f. 1-10-1999 (not from 2-10-1999 as mentioned in the reference) is illegal, improper and unjustified. The workman is entitled for monetary compensation of Rs. 10,000 in lieu of reinstatement. He is not entitled for any other relief.

The party no. 1 is directed to pay the compensation of Rs. 10,000 to the workman within one month from the date of Publication of the award in the official gazette.

J. P. CHAND, Presiding Officer

नई दिल्ली, 13 जुलाई, 2012

का.आ. 2580.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि करण/ श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 131/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-7-2012 को प्राप्त हुआ था।

[सं. एल-41011/21/2004-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 13th July, 2012

S. O.2580.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.131/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the management of North West Railway

and their workmen, received by the Central Government on 11-7-2012.

[No. L-41011/21/2004-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM- LABOUR COURT, JAIPUR

Presiding Officer, Sh. N. K. PUROHIT

I.D.131/2005

Reference No. L-41011/21/2004-IR(B-I) dated: 18-11-2005

The General Secretary
Paschim Railway Kamgar Sangh
XFS-140m Gurunagar,
Gandhidham.

V/s

1. The General Manager
North West Railway
Zonal Office, Jaipur.

2. The Principal
Zonal Training School
Near Sukharia Circle,
Udaipur.

Present

For the applicant Union : Sh. O. P. Vashishtha

For the non-applicants : Sh. C.L. Chittara

AWARD

29-5-2012

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 & 2(A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:-

“Whether the demand of the Union for granting similar wages and service conditions as are applicable to Group ‘D’ & Group ‘C’ Railway employees working in the Mess run in Zonal Training School, North Western Railway, Udaipur is legal and justified? If so to what relief they are entitled for?”

2. The union in its claim statement has pleaded that there is a mess under the control of the Principal, Zonal Training School, Udaipur (ZTS-UD) which is cooking meals and serving to the trainees who are taking training in the said training school. There are 8 persons in Group ‘C’ i.e. Mess Manager-3, Mess Cook-3, Mess Mukadam-2 and 45 group ‘D’ workers such as Langari, Server, Safaiwala etc. The Total strength of staff in the Mess is 53. These persons are being paid by Mess Management Committee (MMC) which is functioning under the control of the Principal, Zonal Training School. Their wages are less than the wages of the workers doing similar type of work in the

Railway Catering department, Railway Rest Houses and Running rooms, where such type of services are rendered. The union has further pleaded that the workmen are not given passes, P.T.O's, Travel concession, pension and other retirement benefits as is given to the other Railway Permanent Servants doing similar type of work. The union has also pleaded that the establishment of mess is a permanent department functioning under the control of the principal, Zonal Training School. The workmen are doing perennial nature of work & full strength of regular workers is required to do the mess work. Thus, the union has prayed for the grant of similar wages and service condition for the workmen as are applicable to group 'C' and 'D' Railway employees, working in the mess run in Zonal training School, North West Railway, Udaipur.

3. In reply, the non-applicant has contended that workmen working in the mess of training institute are not governed by Railway's Rules. They have not been appointed by the non-applicant. They have been hired to run the mess as per the needs of trainees. This is purely an autonomous arrangement for smooth running of mess and they were never appointed by any Railway authority, hence, question of relief sought does not arise. It has further been contended that the Mess Management Committee is a voluntary managed autonomous system by the trainees themselves duly guided and supervised by the staff of the Zonal Training School. The said committee of the trainees run by the trainees and for the trainees undergoing training in the institute. Since, the trainees are coming in the institute for short duration courses and are changing frequently, in order to streamline the working and for providing supervisory guidance in the working of mess, some of the faculty members are also nominated as Secretary, Vice-chairman and Chairman etc. Being the head of the institute, the Principal, Zonal Training School functions as ex-officio chairman of this committee as a patron and all the day to day working of mess is controlled by trainees through this committee. Thus, there is no relevancy of comparison of pay scales between Railway servants and mess workers because pay scales of mess employees are decided at local level and as per agreement between employees & committee consisting of trainees among others. Neither they are recruited by Railway nor being paid by Railway. The workmen are paid from the messing charges of trainees. Therefore, question regarding provision of passes, P.T.Os, Retirement benefits as applicable to railway servants, does not arise at all, which are separately governed by Railway's Rules. The non-applicant has further contended that the Contract Labour (Regulation & Abolition) Act, 1970 is not relevant in this case because Mess Management Committee is neither a contractor of Railway Administration nor the employees of mess are contract labour. They are engaged and paid exactly on the basis of mutually agreed upon terms and conditions between all the workmen and the Mess Management Committee. Hence, there is no

question of depriving them of proper wages. Therefore, the claim of the union be dismissed.

4. The union in support of its claim has filed the affidavits of Sh. Keshar Singh and Sh. Amritlal Dangi, whereas in rebuttal, the non-applicant has filed the counter affidavits of Sh. Hardeep Singh, Secretary, MMC and Sh. Champalal, Vice-Principal, ZTS.

5. In documentary evidence, the union has filed documents marked Ex 'A' to Ex 'P' and copy of the memorandum of settlement before the Labour Enforcement officer and Conciliation Officer, Udaipur dated 31-10-90 Ex-W-1. The management has filed the copy of the agreement between the Mess Management Committee and workers of the mess (Ex-M-1) and a statement of wages of the workmen of the M.M.C. (Ex-M-2).

6. Heard the content has advanced by the learned representatives on behalf of both the parties & perused the relevant record.

7. The learned representative on behalf of the union has contended that the workmen are entitled for similar pay & similar pay condition as are applicable for regular and permanent Railway employees working in the railway doing similar type of job. He has further contended that since the Principal, Zonal Training School has not registered his establishment with the A.L.C (Central), Ajmer and the Mess Management Committee has not taken the license from the A.L.C. (Central), Ajmer till date and as such this Management Committee is a bogus and illegal organization. It is not understood as to what is status of this Mess Management Committee. Since the Principal Employer and the Mess Management Committee not observed the labour laws, the function of the management committee and the taking work from the Mess Management Committee by the Principal Employer is wrong and deceiving action because the Principal, Zonal Training School is the President of the Mess Management Committee and on the other hand, he is the Principal employer as a Principal, Zonal Training School. None of the trainee is ever nominated as a President, Vice President or the Secretary of the Mess Management Committee. It is an organization made by some interested persons for their own interest which is much against the interest of the labour working in the mess by depriving them from their due right of equal wages for equal work and the service conditions par with the permanent Railway Employees. The management has adopted unfair labour practice. It has also been contended that the Mess Management Committee is processing the food activities for the trainees, so it is an 'industry' and the workmen working in the mess are workmen under the provision of the I.D. Act. Further, it is not clear whether the Mess Management Committee is a contractor or something else under the law. Since, provisions of the Act have been violated, the functioning of the Mess Management Committee as a contractor or

any other body is a sham, a mere nuse & camouflage, therefore, the workmen should be treated as employees of the principal employer who is principle of Zonal Training School. In support of his contentions, he has relied upon the decisions AIR 1995 SC 1899, FGR (S.C.) 319, order of the CAT, Madras in O.A. 305/88 dated 28-6-90. He has also referred letter of the Railway Board, New Delhi dated 29-8-2006 and circular of Ministry, of Railway, Government of India, dated 18-5-1990 regarding implementation of Supreme Court judgment M.M.R Khan & others V/s. Union of India pertaining to Canteen employees.

8. Per Contra, the learned representative for the management has submitted that no appointment letter was ever issued by the Railway to the workmen and they were engaged by the Mess Management Committee which runs the mess. Expenditure pertaining to mess & wages of the person employed in the mess are being paid from the amount collected from the trainees. The mess is run on the basis of 'no profit no loss and Railway is not concerned with it. He has further submitted that the MMS is formed by the trainees themselves & it is an autonomous body. Railway department has no control over it and Rules of the Railway department are not applicable on the employees of the Mess Management Committee. The said Committee can close the mess without any information and can disengage employees working therein without any approval from the management of the Railway. He has also submitted that the workmen are being paid as per agreement dated 9-2-99. The said agreement bears the signature of the workmen and is an admitted document. It has also been submitted that the Mess Management Committee has not been impleaded as a party in the present matter, therefore, the claim is not maintainable due to non-joinder of party. In support of his contentions the learned representative has relied on decisions of Hon'ble Supreme Court in civil appeal No. 1197/07 dated 14-7-2011 Union of India V/s. Ram Singh & ors. and SCC 1996 (2) 258 Union of India V/s. J.V. Subhaia & ors.

9. I have given my thoughtful consideration on the rival submissions of the learned representative of both the parties & have gone through the decisions referred to by them.

10. In view of the rival submissions from both the sides, the questions emerges for considerations are as to whether the workmen working in the mess of the Zonal Training School can be deemed to be employees of the Zonal Training School or can be treated regular Railway employees and whether they are entitled for similar wages and service conditions as are applicable to group 'D' and group 'C' Railway employees doing similar type of work in the Railway department.

11. These facts are not in dispute that there is a mess for the Zonal Training School, which is cooking meals and serving to the trainees who are taking training in the said

school. It is also not in dispute that 8 persons in group 'C' & 45 persons in group 'D' were working at the time of filing claim statement whose names have been mentioned in the list enclosed with the claim statement. It is an admitted fact by the non-applicant that principal, Zonal Training School is functioning as the ex-officio chairman of the Mess Management Committee and faculty members of the training institute are being nominated as Secretary, Vice Chairman and Chairman. It is also an admitted fact that wages, passes, PTOs, Retirement benefits as applicable to Railway servants are not given to the workmen.

12. The union witnesses Sh. Keshar Singh and Sh. Amritlal Dangi have deposed that they are working as Cook and Manager Account respectively in the mess run by the Zonal Training School. Both the witnesses have stated that the Zonal Training School is not registered under section 7 of the Contract Labour (Abolition & Regulation) Act, 1970 and no license has been taken by the Mess Management Committee u/s 12 of the said Act. Therefore, the workmen be treated as employed by the management itself. They have also stated that they are entitled for wages in parity with Railway Employees doing similar work on the basis of principle of equal pay for equal work.

13. In rebuttal, the management witnesses Sh. Hardeep Singh, Secretary, MMC and Sh. Champalal, Vice-principal, ZTS, have stated that the mess is run by the Mess Management Committee which is running on the basis of 'no profit no loss'. The Mess Management Committee is not a contractor therefore, there was no need for obtaining license. The workmen of the mess are getting salaries and other allowances as per agreement dated 9-2-99 between the Mess Management Committee and workmen of the mess. They have not been given appointment by the Railway department.

14. The learned representative on behalf, of the union has referred decision rendered in AIR 1995 (SC) 1983 in support of his contentions that the principal employer i.e. Zonal Training School is not registered u/s. 7 of the Act, 1970 and, the Mess Management Committee has not obtained any license u/s. 12 of the said Act and the said Committee is a bogus intervening agency; that the workmen of the mess should be deemed to the employees of the principal employer i.e. Zonal Training School and employees of the mess be treated as regular Railway employees.

15. In decision supra the question under consideration were whether an industrial dispute can be raised for abolition of the contract labour system in view of the provisions of the Act (b) if so, who can raised such dispute (c) whether the Industrial Tribunal or the appropriate Government has powers to abolish the contract labour system and (d) in case the contract labour system is abolished what is the status of the erstwhile workmen of the contractor. In the said. case, the workmen were engaged

by the contractor. While considering the above questions Hon'ble court has observed as below :—

“However, the authority to abolish the contract labour under S.10 of the Act comes into play only where there exists a genuine contract. If there is no genuine contract and the so called contract is sham or a camouflage to hid the reality, the said provisions are inapplicable. When, in such circumstances, the concerned workmen raise an industrial dispute for relief that they should be deemed to be the employees of the principal employer, the Court or the Industrial adjudicator will have jurisdiction to entertain the dispute and grant the necessary relief. The question whether the contract is genuine, or not can be examined and adjudicated upon by the Court or the industrial adjudicator, as the case may be. Hence in such cases, the workmen can make a grievance that there is no genuine contract and that they are in fact the employees of the principal employer.”

16. In present case, neither the Mess Management Committee is functioning as a contractor for providing workers to Railway administration for running mess nor there was any agreement in this regard. The Settlement/Agreement between the Mess Management Committee & workers working in the mess Ex- M 1 dated 9-2-99 which has been admitted by the witnesses of the union, also fortifies that the Mess Management Committee was not functioning as a 'contractor' for providing workers to the Railway administration. The facts of the case in hand are distinguishable from the facts of the decision supra.

17. The contention of the learned representative for the union regarding non-compliance of the provisions U/s 7 and 12 of the Act finds its answer in decision in 1992 1 SCC 695 Dena Nath V/s National Fertilizers Ltd. which has been noticed in the AIR 1995 SC 1983 referred to by the learned representative for the union, the question involved was whether, if the principal employer does not get registration under Section 7 and/or the contractor does not get licence under Section 12 of the Act, the labour engaged by the principal employer through the contractor is deemed to be the direct employees of the principal employer or not. While considering the above question Hon'ble Apex Court held that the only consequence provided under the Act where either the principal employer or the labour contractor violates the provisions of Section 7 or 12 as the case may be, is the penalty as envisaged under Sections 23 and 25 of the Act. Merely because a contractor or an employer has violated a provision of the Act or the Rules, the Court cannot issue any mandamus for deeming the contract labour as having become the employees of the principal employer.

18. In view of the above legal proposition the contention of the learned representative on behalf of the union that due to non-compliance of provisions of Sections 7 & 12 of the Act, the employees of the mess be deemed to

be the employees of the Railway department is not tenable.

19. In reference under adjudication, the only question referred for consideration is as to whether the demand of the union for granting similar wages and service conditions as are applicable to group 'D' & group 'C' Railway employees is legal & justified. The union in its claim statement has not claimed that workmen be declared as employees of the Railway. The union has only claimed their parity with the employees of the Railway performing similar nature of work. In the prayer clause of the claim statement also the prayer is only for grant of similar wages & service conditions for employees working in the mess of the Zonal Training School.

20. It is well settled that a tribunal cannot go beyond the point referred to in the reference. As per Section 10(4) of the I.D. Act, the tribunal can adjudicate on those points which appropriate government has specified in the reference matter & the matter incidental thereto. In a claim for parity of pay scales the contention on behalf of the union that employees of the mess be treated or declared as railway employees is beyond the scope of the reference. Therefore, the contention of the union in this regard is sustainable.

21. The facts of the decision rendered in NF of RBB & Bears case referred to by the learned representative for the union are distinguishable. In the said case, the employees who were initially engaged as Parcel Porters through contractor & continuously working with Railway were absorbed as regular employees. The facts of the above decision referred to turn on its own facts which are quite dissimilar to the facts of the present case. The contention of the union does not derive any assistance from the said decision.

22. The learned representative for the union in support of his contention that the workmen of the mess of the Zonal Training School are entitled for parity in wages & service conditions as are applicable to group 'D' & group 'C' of the Railway employees has submitted the decision of the CAT, Madras Bench O.A. no.305/88 circular issued for implementation of the decision rendered in MMR Khan's case.

23. In order of the CAT, Madras Bench passed in O.A. no.305/88, Railway employees of the Co-operative stores in the southern railway stores situated in Tamilnadu claimed parity in the pay scales with the regular railway servants in corresponding posts. While relying on decision of Hon'ble Apex Court rendered in MMR Khan & ors. V/s Union of India AIR 1999 SC 937 directions were given to treat the employees of the railway employee Co-operative stores as a regular railway servant & given them the pay scale that are given to regular railway servant in corresponding posts.

24. The said decision of CAT, Madras Bench & decision of High Court & Apex Court upholding the

decision of CAT, Madras Bench have been considered in decision 1996 SCC (2) 258 referred to by the learned representative for the management. The decision of the Hon'ble Apex Court in MMR Khan's Case relied upon by the CAT, Madras Bench has also been considered.

25. In decision rendered in 1996 SCC (2) 258, the respondents therein were appointed in Railway Employees' Consumer Co-operative stores. They filed different O.As in CAT, Hyderabad seeking declaration that they are regular railway employees in class III posts & are entitled to be paid regular salary for continuous services from the date of the respective appointments in the Societies. The CAT, Hyderabad following the decision of the Madras Bench delivered on 29-6-90 in O.A. no. 305/88, allowed the O.As & gave the directions for grant of relief referred to earlier. The question under consideration was whether the officers, employees & servants appointed by the Co-operative society organized under the Railway Establishment Manual could be treated as Railway servants. While considering the said question Hon'ble Apex Court has observed as under :—

“ If the employees of the societies like Co-operative canteens are declared as railway servants there would arise dual control over them by the Registrar and Railway Administration but the same was not brought to the attention of the court when M.M. Khan case was decided.

It is true that the order of the Two-Judge Bench of this Court had upheld the order of the CAT, Madras Bench which had become final. With due and great respect to our learned brethren constituting the Bench, these features noted by us do not appear to have been put up for their consideration and so they did not have occasion to consider the impact as envisaged hereinbefore.”

26. Hon'ble Court has further observed:—

“In view of the above discussion and in view of the legal setting referred to hereinbefore, we are of the considered view that the Bench had not laid down any law except approving the reasoning and conclusion reached by the Madras Bench of the CAT. The Madras Bench had merely referred to the provisions in the Manual and proceeded on the premise that they gave rise to a legal base to treat the employees of the Stores as the Railway employees. The reasoning is wholly illegal and unsustainable for the reasons stated above.”

27. With above observations it has been held:—

“We, therefore, have no hesitation to hold that the officers, employees and servants appointed by the Railway Co-operative Stores/Societies cannot be treated on par with Railway servants under paragraph 10 B of the Railway Establishment Code nor they can be given parity of status, promotions, scales of pay

increments etc. as ordered by the CAT, Hyderabad Bench.”

28. In view of above legal proposition laid down in the decision supra, the contention of the union on the basis of decision rendered in MMR Khan's case & circular dated 18-5-90 regarding implementation of the said decision, for parity of wages & service conditions with the Railway employees of group 'C' & 'D' is not acceptable.

29. The learned representative on behalf of the management has referred another decision of Hon'ble Apex Court in civil appeal no. 1197/ 07 dated 14-7-2011. In the said decision while setting aside the decision of the Gujrat High Court in special civil appeal 536/03 & order of the CAT dated 28-3-02 whereby directions were given to regularize the workmen Working in mess in the Railway Staff College for regularization in Railway service, it has been observed:

“It appears that the respondents were working in a Mess run by the trainee officers in the Railway Staff College. That Mess was not run by the railways but was run by the trainee officers themselves so that they could get proper meals. It is evident that the respondents were not railway employees, but a direction has been given that they be regularized in railway service.”

30. In decision 1990 2 SCC 542 All India Railway Institute Employees Association V/s Union of India noticed in 1996 SCC(2) 258, the question under consideration was whether the employees appointed in the institute or clubs maintained by the Railway employees as welfare measure could be treated as Railway employees on par with Railway Canteen employees (Statutory or non statutory recognized canteen), Hon'ble Apex Court recognizing that establishment of the institutes or clubs, though recognized by the Railway was only welfare measure, had held that “formation of the institutes or clubs was not mandatory they are established as a part of welfare measure for the Railway staff and the kind of activities they conduct, depends, among other things, on the funds available to them. The activities have to conform to the objects since by their very nature the funds are not only limited but keep on fluctuating. The institutes or clubs and the benefits that would flow on them will depend upon the budgetary provisions for the institutes and clubs and keep flowing from time to time. If the employees working in the institutes or clubs are recognized as Railway employees it will have snow balling effect on other welfare activities carried out by the Railway and similar activities carried on by all other organizations.”

31. In the present case, the witnesses of the union Sh. Keshar Singh, Cook & Amritlal Dangi, Manager Account, have admitted in their cross examination that the amount for running the mess is used to be taken from trainees & Rs. 130 per day is being taken from a trainee of

the Zonal Training School. They have also admitted that an agreement Ex M-1 dated 9-2-99 bears their signatures the and said agreement was between the Mess Management Committee & the employees of the mess. They have also admitted that from time to time their salary & allowances have been enhanced & Ex-M-3 is a comparative statement in this regard. The witness Sh. Keshar Singh has also admitted that their salary is being paid from the amount taken from the trainees and they are claiming parity with the Railway employees because they are serving the employees of the Railway. Sh. Amritlal Dangri has also admitted that profit or loss is not the object for providing food to the trainees.

32. Further, the union has not brought any material on record to show that the Railway Administration had control over selection, appointment & payment of salaries to the staff of the mess & Railway Administration has managerial or administrative control over the staff of the mess. Admittedly, the salary of the staff is being paid out of amount received from the trainees. There is no allocation of separate budget for running the mess. The conditions of the service of the employees of the Railway are not applicable to them. The Railway Establishment Code or Railway Establishment Manual is not applicable to them. Running of mess is not mandatory requirement for Railway Administration.

33. Therefore, in view of above factual backdrop & legal proposition laid down in decisions rendered in 1990 2 SCC 542, 1996 SCC (2) 258 & civil appeal no. 1197/07 dated 14-7-2011, the contention of the learned representative for the union for treating the employees of the mess of the Zonal Training School as regular Railway employees & to consider them at par with the Railway employees of group 'C' & 'D' in respect of wages & service conditions is not sustainable.

34. For the foregoing reasons, the workmen working in the mess run in Zonal Training School, Udaipur are not entitled for similar wages & service conditions as are applicable to group 'C' & group 'D' Railway employees. The reference under adjudication is answered accordingly.

35. Award as above.

36. Let a copy of the award by sent to Central Government for publication u/s 17(1) of the I. D. Act.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 13 जुलाई, 2012

का.आ. 2581.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दी बैंक ऑफ राजस्थान लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 2/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-07-2012 को प्राप्त हुआ था।

[सं. एल-12012/211/2005-आई आर (बी.-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 13th July, 2012

S. O.2581.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 2/2006) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the management of The Bank of Rajasthan Ltd. Central Office, and their workmen, received by the Central Government on 13-7-2012.

[No. L-12012/211/2005-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR PRESENT

N. K. PROHIT, Presiding-Officer

I.D. 2/2006

Reference No. L-12012/211/2005-IR (B-I)

Dated : 02-12-2005

The Vice-President

All Bank Safai Karamchari Sangh
50/138, Rajat Path, Mansarovar,
Jaipur

V/s

1. The Dy. General Manager (Personal)
ICICI Bank, Sardar Patel Marg,
C-Scheme, Zonal Office, Jaipur.
2. The Chief Manager
ICICI Bank, Parivahan Marg,
Jaipur Branch.

(After merger of the Bank of Rajasthan with ICICI
Bank, the ICICI Bank has been impleaded
as a party in place of Bank of Rajasthan)

Present :

For the Applicant Union : Ex-Party
For the Non-applicant : Sh. Alok Fatehpuria,
Adv.

AWARD

9-5-2012

The Central Government in exercise of the powers conferred under clause (d) of Sub-section 1 & 2 (A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following Industrial dispute to this tribunal for adjudication :—

“Whether the action of the management of the Bank of Rajasthan Ltd., Jaipur through Dy. General Manager in terminating the services of workman Shri Rambabu Godiwal, PTS w.e.f. 2-7-2002 and also not giving the 1/3 wages of pay scale is legal & justified ? If not, what relief the claimant is entitled to and from which date ?”

2. Pursuant to the receipt of the reference, notices were issued to both the contesting parties. On behalf of the bank, Officer-In-charge put his appearance but despite the service of the registered notice on the applicant union, none appeared on its behalf, therefore, an award was passed on 15-2-2006 against the applicant union and in favour of the non-applicant bank. Subsequently, the said award was set aside vide order dated 20-5-2010 and case was restored on its original number.

3. Statement of claim on behalf of the union was filed on 26-7-2010. At the stage of filing reply an application on behalf of the union was moved stating that bank of Rajasthan has merged with ICICI Bank therefore, the ICICI bank may be impleaded as party.

4. Vide order dated 14-12-2011 the ICICI bank has been impleaded as a party in place of Bank of Rajasthan.

5. Upon perusal of the proceedings, it reveals that none appeared on behalf of the union on 25-5-11, 21-7-11 and 10-10-11, therefore, order to proceed ex-party against the union was passed on 10-10-11. It further reveals that on 4-1-12 representative on behalf of the union was present but he did not move any application for setting aside the ex-party order. Thereafter on 14-2-12, 10-4-12 and 26-4-12, none appeared on behalf of the union.

6. The reply to the claim statement was filed on 7-5-12 but learned representative on behalf of the non-applicant submitted that non-applicant bank does not want to lead any evidence. Under these circumstances, after hearing the learned representative on behalf of the non-applicant, case was reserved for passing the award.

7. Since, the claim of the union has been denied by the management of the bank, initial burden was on the union to prove that action of the management of the bank in terminating the services of the workman and not giving 1/3rd wages of pay scale is illegal and unjustified.

8. It was the bounded duty of the applicant union to lead the evidence to establish its case set forth in the claim statement, but no evidence could be lead and even after filing claim statement none appeared on behalf of the applicant union to contest the case further.

9. In above factual backdrop, there is no material on record to adjudicate the reference under consideration on merits. It appears that the union is not interested in contesting the case further. Therefore, "No Claim Award" is passed in this matter. The reference under adjudication is answered accordingly.

10. Award as above.

11. Let a copy of the award be sent to Central Government for publication u/s 17(1) of the I.D. Act.

. N. K. PUROHIT, Presiding Officer

नई दिल्ली, 16 जुलाई, 2012

का.आ. 2582:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय कोटा के पंचाट (संदर्भ संख्या 2/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-07-2012 को प्राप्त हुआ था।

[सं. एल-41012/154/96 आई आर (बी.-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 16th July, 2012

S.O. 2582.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 2/98) of the Indus. Tribunal-cum-Labour Court, Kota as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 13-07-2012.

[No. L-41012/154/96-IR (B-I)]

RAMESH SINGH, Desk Officer

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकरण,

कोटा/केन्द्रीय/कोटा/राज.

पीठासीन अधिकारी—श्री प्रकाश चन्द्र पगारीया, आर.एच.जे.एस.

निर्देश प्रकरण क्रमांक : औ. न्या. 2/98

दिनांक स्थापित : 2-2-98

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश संख्या एल-41012/154/96-आईआर (बी) दि. 19.8.97 व अन्तरण पत्र दि. 28-1-98

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ)

औद्योगिक विवाद अधिनियम, 1947

मध्य

देवेन्द्र शर्मा द्वारा मण्डल मंत्री, पश्चिम रेलवे कर्मचारी परिषद्, कोटा

—प्रार्थी श्रमिक/कर्मकार

एवं

डिविजनल रेलवे मैनेजर, पश्चिम रेलवे, कोटा।

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक/कर्मकार की

श्री एम.के. जैन

ओर से प्रतिनिधि :—

अप्रार्थी नियोजक की

श्री रामकल्याण शर्मा

ओर से प्रतिनिधि :—

अधिनिर्णय दिनांक : 27.4.2012

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा निम्न निर्देश (रेफ्रेन्स) अपनी अधिसूचना/आदेश दि. 19-8-97 के द्वारा पूर्व में अहमदाबाद

औद्योगिक न्यायाधिकरण को, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10 (1)(घ) के अन्तर्गत भेजा गया था फिर बाद में श्रम मंत्रालय के पत्र दि. 28-1-98 के द्वारा अहमदाबाद से वह रेफ्रेन्स आहरित कर इस न्यायाधिकरण के विचारण हेतु भेजा गया। रेफ्रेन्स में विनिश्चय के लिए विवाद का बिन्दु निम्न है :-

"Whether the action of the Div. Rly. Manager, W. Rly. Kota Division Kota in terminating the services of their workman Sh. Devender Sharma S/o Shri Mohan Lal Sharma temporary status holder w.e.f. 17-4-92 and not giving him re-employment in preference to new faces is fair and just. If not what relief the concerned workman is entitled to and from what date."

2. न्यायाधिकरण में निर्देश (रेफ्रेन्स) प्राप्त होने पर दलित कार्य किया जाकर पक्षकारों को सूचना-पत्र जारी किये गये।

3. प्रार्थी की ओर से अपना क्लेम स्टेटेमेंट पेश किया गया जिसमें यह वर्णित किया गया कि प्रार्थी को अप्रार्थी ने दि. 26-3-87 को आकस्मिक मजदूर की हैसियत से काम पर लगाया। प्रार्थी ने उस दिनांक से लेकर 16-4-92 तक कई टुकड़ों में काम किया, उसके पश्चात् प्रार्थी को कार्य पर नहीं लिया गया। प्रार्थी को दि. 17-10-91 को अप्रार्थी ने अस्थायी कर्मकार का दर्जा भी प्रदान किया जो 1-5-91 से प्रभावी था। रेलवे बोर्ड के आदेशानुसार आकस्मिक मजदूरों को भर्ती पर दि. 14-7-81 से रोक लगी हुई थी परन्तु फिर भी अप्रार्थी ने मोहम्मद अली को अपने आदेश दि. 21-3-94, किशन सिंह को आदेश दि. 7-4-94, महेन्द्रप्रतापसिंह को आदेश दि. 6-3-94 के द्वारा भर्ती करते हुए उन्हें नौकरी पर लिया व नियमित भी कर दिया, जबकि प्रार्थी कर्मकार को नौकरी पर नहीं रखा। प्रार्थी को नौकरी से हटाने के पश्चात् नयी भर्ती के समय पुनः नौकरी पर नहीं रखना धारा 25-एच के प्रावधानों का उल्लंघन है। प्रार्थी को नौकरी से निकालने के समय धारा 25-एफ की पालना भी नहीं की गयी क्योंकि उसे ना तो नोटिस दिया गया, ना ही नोटिस अवधि का वेतन दिया गया एवं ना ही मुआवजा दिया गया। अतः प्रार्थी ने अपने क्लेम स्टेटेमेंट के माध्यम से उसे पिछले समस्त बकाया वेतन एवं अन्य परिलाभों सहित सेवा की निरन्तरता के साथ पुनर्स्थापित किये जाने के अनुरोध की मांग की।

4. प्रार्थी के क्लेम स्टेटेमेंट का जवाब अप्रार्थी की ओर से प्रस्तुत किया गया जिसमें यह वर्णित किया गया कि प्रार्थी कर्मकार को अप्रार्थी के यहां 26-3-87 से 16-4-92 तक लगातार एवं टुकड़ों में कार्य किये जाने का अभिकथन किया है किन्तु ऐसा कोई प्रमाण पेश नहीं किया है एवं ना ही कार्य से हटाये जाने का विवरण पेश किया है। रेलवे बोर्ड के निर्देश/आदेश के अनुसार 14-7-81 के पश्चात् कोई भी आकस्मिक मजदूर कार्य पर नहीं लगाया जा सकता है, जब तक कि प्रत्येक प्रकरण में महाप्रबन्धक, पश्चिम रेलवे की व्यक्तिगत स्वीकृति प्राप्त नहीं कर ली गयी हो। प्रार्थी द्वारा बताये गये तीनों व्यक्तियों की नियमित नियुक्ति महाप्रबन्धक महोदय की ओर से अनुमति के बाद ही की गयी है, अतः ये अनियमित नियुक्तियाँ नहीं हैं।

तथा धारा 25-एच के प्रावधानों का उल्लंघन नहीं हुआ है। प्रार्थी ने किसी प्रकार के कोई दस्तावेज न्यायालय में पेश नहीं किये, अतः प्रार्थी का क्लेम स्टेटेमेंट खारिज किये जाने की मांग अप्रार्थी ने अपने जवाब के माध्यम से की है।

5. इसके पश्चात् साक्ष्य प्रार्थी में प्रार्थी देवेन्द्र शर्मा ने स्वयं का शपथ-पत्र पेश किया। अप्रार्थी द्वारा उससे जिरह की गयी। साक्ष्य अप्रार्थी में गवाह अजीजुद्दीन का शपथ-पत्र पेश किया गया, प्रार्थी की ओर से उससे जिरह की गयी। दस्तावेजी साक्ष्य में प्रार्थी कर्मकार की ओर से प्रदर्श डब्ल्यू. 1 जो प्रार्थी कर्मकार को दि. 1-5-91 से अस्थायी श्रमिक का दर्जा दिये जाने बाबत है, उसकी फोटोप्रति पेश की गयी।

6. साक्ष्य समाप्ति के पश्चात् उभयपक्ष द्वारा लिखित बहस पेश की गयी व तदुपरान्त उभयपक्ष ने मौखिक बहस की। मौखिक बहस के दौरान प्रार्थी कर्मकार की ओर से मुख्य दलील यह दी गयी कि प्रार्थी कर्मकार को दि. 26-3-87 को दैनिक वेतन भोगी कर्मचारी आकस्मिक कर्मकार के रूप में रखा गया। उस 1-5-91 को प्रभावशील तिथि से अस्थायी कर्मकार का दर्जा भी प्रदान किया गया जिसकी पुष्टि प्रदर्श डब्ल्यू. 1 से होती है। हटाने से पहले प्रार्थी कर्मकार को कोई नोटिस अथवा नोटिस वेतन या मुआवजा आदि नहीं दिया गया तथा धारा 25-एच के प्रावधानों की पालना नहीं की गयी। प्रार्थी को निकालने के बाद अन्य कर्मकारों जिनके कि नाम क्लेम स्टेटेमेंट में वर्णित हुए हैं, उन्हें रखते समय भी प्रार्थी को पुनः नियोजन से नहीं रखा जाकर धारा 25-एच के प्रावधानों की भी पालना नहीं की गयी। अतः अप्रार्थी का प्रार्थी को सेवा में बहा देने का कृत्य पूर्ण रूप से स्वेच्छाचारी, निरंकुश व अन्यायपूर्ण है। अप्रार्थी का जो गवाह परीक्षित हुआ उसने भी कई बातों की जानकारी नहीं होने का कथन किया है। अतः ऐसी परिस्थितियों में प्रार्थी कर्मकार की सेवामुक्ति धारा 25-एफ के प्रावधानों के अनुरूप नहीं होने से अनुचित व अवैध है, अतः प्रार्थी कर्मकार को पिछले समस्त बकाया वेतन व परिलाभों सहित सेवा में पुनर्स्थापित किये जाने का आदेश दिया जावे तथा प्रार्थी कर्मकार की ओर से इस सम्बन्ध में प्रस्तुत माननीय राज. उच्च न्यायनिर्णय "निदेशक. दूरदर्शनू केन्द्र बनाम न्यायाधीश, केन्द्रीय औद्योगिक न्यायाधिकरण एवं अन्य-2006(1) सीडीओ 431 (राज.) महत्वपूर्ण है जिसमें यह प्रतिपादित किया गया कि 95 दिन काम करने वाला कर्मकार भी धारा 25-एच के तहत संरक्षण प्राप्त करने का अधिकारी है। प्रबन्धन ने अन्य कनिष्ठ श्रमिकों को सेवा में रखा, अतः प्रार्थी के प्रतिकर के स्थान पर पुनः नियुक्ति का अनुरोध उचित है क्योंकि पुनः स्थापन एक नियम है, प्रतिकर एक अपवाद है। ऐसी ही एक और न्यायनिर्णय "प्रबन्धक बनाम निर्यात मशीन एग्रीकल्चर फार्म बनाम रूपा व अन्य-2010(1) सीडीओ 388 (राज.)" को उद्धृत किया गया। इस मामले में भी कर्मकार की सेवामुक्ति अवैध होने से उसके नियुक्ता द्वारा प्रस्तुत अपील को खारिज कर दिया गया।

7. इसके विपरीत अप्रार्थी की ओर से बहस के दौरान दलील दी गयी कि प्रार्थी अपने आपको अप्रार्थी द्वारा उसे 16-4-92 से सेवा से हटाये जाने का अभिकथन कर रहा है परन्तु सेवा से हटाये जाने का कोई आदेश प्रार्थी द्वारा पेश नहीं किया गया, केवल जबानी रूप से

प्रार्थी यह अधिकथन कर रहा है। वस्तुस्थिति यह है कि प्रार्थी को कभी हटाया नहीं बल्कि प्रार्थी स्वयं ही अपनी इच्छा से काम छोड़कर चला गया एवं काम पर ही उपस्थित नहीं हुआ एवं बाद में उसे मालूम चला कि अन्य व्यक्तियों को नये तौर पर सेवा में लिया तो प्रार्थी ने 5 साल बाद यह मामला उठाया है। यदि प्रार्थी हटाने से व्यथित था तो उसके द्वारा 5 वर्ष की देरी विवाद उठाने में नहीं की जाती। इसके अलावा रेलवे में वर्ष 81 के बाद से ही आकस्मिक मजदूरों की नियुक्ति मण्डल स्तर पर किये जाने का निषेध है। प्रार्थी जिन कर्मकार मोहम्मद अली, किशन मिश्रा व महेन्द्रप्रताप सिंह आदि की नियुक्ति वर्ष 1994 में किया जाना बता रहा है, इस सम्बन्ध में अप्रार्थी यह प्रकट करना चाहेगा कि ये नियुक्तियाँ मण्डल रेल प्रबन्धक द्वारा अपनी ओर से नहीं की गयी हैं बल्कि जौनल कार्यालय के निर्देश एवं अनुमति के बाद ही ये नियुक्तियाँ की गयी हैं। यह अप्रार्थी की ओर से प्रस्तुत पत्र दि. 4-2-94, 21-3-94 व 7-4-94 से स्पष्ट जाहिर होता है। अतः प्रार्थी की इस दलील में भी कोई सार नहीं है कि पश्चात्पूर्व भर्ती के समय प्रार्थी को प्रार्थमिकता नहीं दी गयी। इसके अलावा यह भी दलील दी गयी कि प्रार्थी ने कब-कब, किस-किस के अधीन क्या-क्या कार्य किया, स्पष्ट वर्णित नहीं किया है, अतः इसके अभाव में यह कैसे माना जा सकता है कि प्रार्थी ने उसके द्वारा बतायी जा रही अवधि में लगातार कार्य किया है। प्रार्थी ने कहीं पर भी पुनः नियोजन हेतु कोई दरखास्त आदि भी अप्रार्थी के यहाँ पेश की हो, यह भी पेश करने में वह विफल रहा है। रेलवे मण्डल प्रबन्धक, कोटा द्वारा कोई नियुक्ति अपनी इच्छा अनुसार रेलवे बोर्ड के रोक के आदेश के बाद नहीं की गयी। प्रार्थी पूरा ही मामला एक काल्पनिक लेकर आया है। ना तो प्रार्थी को अप्रार्थी ने निकाला एवं ना ही अप्रार्थी ने पश्चात्पूर्व भर्ती के समय कोई विभागीय नियमों की अवहेलना की तथा अस्थायी कर्मकार का दर्जा दे दिये जाने से कर्मकार हमेशा के लिए नौकरी पर बनाये रखने का अधिकार प्राप्त नहीं कर लेता व ऐसी स्थिति में जबकि कर्मकार स्वयं ही कार्य छोड़कर चला जावे एवं जिस अस्थायी दर्जे बाबत कर्मकार अधिकथन कर रहा है, उस पत्र प्रदर्श डब्ल्यू. 1 के अवलोकन से स्पष्ट जाहिर हो जाता है कि कर्मकार को यह अस्थायी दर्जा केवल ग्रीष्मकालीन समय के लिए दिया है, अर्थात् अंशकालीन कार्य रेलवे प्लेटफार्म पर पानी पिलाने आदि के लिए ही था ना कि पूरे वर्ष भर के लिए। अतः प्रार्थी हस्तगत मामले में कोई अनुतोष प्राप्त करने का अधिकारी नहीं है, अतः क्लेम स्टेटमेन्ट स्थागित किया जावे।

8. हमने उभयपक्ष की दलीलों पर मनन किया तथा उद्भूत किये गये न्यायनिर्णयों में प्रतिपादित सिद्धांतों पर भी मनन किया। पत्रावली पर आयी हुई साक्ष्य व सामग्री का भी परिशीलन किया।

9. सर्वप्रथम तो पत्रावली पर जो उभयपक्ष की सामग्री साक्ष्य के दौरान आयी है उसमें प्रार्थी कर्मकार की ओर से प्रदर्श डब्ल्यू. 1 का अवलम्ब लिया गया है। इसका अवलोकन किया जावे तो इसमें प्रार्थी को ग्रीष्मकालीन पानी वाले में 26-3-87 को प्रारम्भिक नियुक्त किया जाना प्रकट किया गया है। दि. 6-4-90 से उसके द्वारा कार्य किया जाना प्रकट किया गया एवं 1-5-91 से उसे अस्थायी दर्जा दिया जाना प्रकट होता है। इसमें यह भी अंकित किया गया है कि अस्थायी स्तर केवल ग्रीष्मकालीन समय के लिए देय है। इसी दस्तावेज को अप्रार्थी

ने लिखित बहस में प्रदर्श एम. 1 के रूप में अंकित किया है। इसके अलावा पत्रावली में प्रार्थी कर्मकार की ओर से उसकी सेवा-पुस्तिका की फोटोप्रति पेश हुई है। उसका अवलोकन किया जावे तो प्रार्थी ने वर्ष 90 व वर्ष 91 में अलग-अलग समय पर अलग-अलग दिन काम किया है। अब क्या प्रार्थी द्वारा लगातार 240 दिन सेवा समाप्ति से पहले कलेण्डर वर्ष में कार्य किया गया या नहीं? प्रार्थी अपनी सेवा समाप्ति दि. 17-4-92 बता रहा है। अतः इस लिहाज से इस सेवा समाप्ति के ठीक एक वर्ष की विगत अवधि अर्थात् 12 कलेण्डर माह में प्रार्थी ने कितना कार्य किया, इस बाबत यदि इस दस्तावेज का अवलोकन किया जावे तो प्रार्थी द्वारा 8-4-91 से 11-4-91 तक कुल 4 दिन, बाद में 14-4-91 से 19-6-91 तक 67 दिन व 21-6-91 से 30-6-91 तक 10 दिन, इस प्रकार कुल 81 दिन काम किया जाना प्रकट होता है। कहीं पर भी सेवा समाप्ति से ठीक पूर्व के एक कलेण्डर वर्ष में 240 दिन प्रार्थी द्वारा लगातार कार्य किया जाना प्रकट नहीं होता है। प्रार्थी ने भी अपने क्लेम स्टेटमेन्ट में यही वर्णित किया कि उसने 16-4-92 तक कई टुकड़ों में कार्य किया। परन्तु सेवा समाप्ति से पूर्व ठीक एक कलेण्डर वर्ष में प्रार्थी द्वारा लगातार 240 दिन तक काम किया हो, ऐसा अपने क्लेम स्टेटमेन्ट में वर्णित नहीं किया है। शपथ-पत्र में भी प्रार्थी ने यह कथन किया कि उसकी नियुक्ति 26-3-87 को हुई और उसके द्वारा लगातार 120 दिन कार्य 6-4-90 से किया गया। इसकी पुष्टि भी प्रार्थी के किसी भी दस्तावेज से नहीं होती है और ना ही ऐसा विवरण प्रार्थी ने अपनी इस कार्यवाधि के बारे में दिया, यहाँ तक कि प्रार्थी के प्रतिनिधि द्वारा जो सेवा-पुस्तिका की फोटोप्रति, हालांकि इसे प्रार्थी की ओर से प्रदर्शित नहीं कराया गया है, उससे भी पुष्टि नहीं होती है। इसमें भी प्रार्थी का दि. 16-4-91 से 19-6-91 तक 65 दिन, 21-6-91 से 30-6-91 तक 10 दिन व 27-3-92 से 16-4-92 तक 21 दिन इस प्रकार कुल 96 दिन कार्य किया जाना प्रकट होता है। अब प्रार्थी को अस्थायी दर्जा दिये जाने का आदेश प्रदर्श डब्ल्यू. 1 जो पेश हुआ है, उसका अवलोकन किया जावे तो उसमें भी यह स्पष्ट वर्णित है कि एवजी का अस्थायी स्तर मिल जाने से व रेल सेवा में नियुक्तियाँ विलियन के लिए तब तक या हकदार नहीं हो जाते जब तक कि ए.ओ. नियुक्ति के लिए सलेक्शन सूची में स्थिति के आधार पर और या नियमित रेल सेवा पद पर नियुक्ति के लिए उसका अनुमोदित तरीके से सलेक्शन नहीं हो जाता है। इस पत्र में नीचे प्रार्थी कर्मकार देवेन्द्र कुमार शर्मा को ग्रीष्मकालीन पानी वाला आगरा किला के रूप में पदनामित किया गया है एवं अस्थायी स्तर ग्रीष्मकालीन समय के लिए दिया गया है। प्रार्थी की सेवा पुस्तिका की फोटोप्रति में भी ग्रीष्मकालीन मौसम के लिए पानी पिलाने वाला अंकित किया गया है।

10. अतः इन पूरे तथ्यों से यह स्पष्ट हो जाता है कि प्रार्थी, अप्रार्थी के यहाँ नियमित रूप से कार्यरत नहीं होकर वे केवल ग्रीष्मकालीन मौसम में पानी पिलाने के कार्य को अज्ञात देता था। अप्रार्थी का संस्थान मौसमी प्रकार का नहीं है अपितु वह तो लगातार कार्यरत संस्थान है, हाँ परन्तु इसमें प्रार्थी के लिए जो कार्य था वह ग्रीष्मकाल अवधि में पानी पिलाने का कार्य था। प्रार्थी ने जैसा कि ऊपर वर्णित किया जा चुका है कि उसकी सेवा समाप्ति तिथि जो प्रार्थी द्वारा 17-4-92 बतायी जा रही है, उसके ठीक पूर्व के 12 माह

के कलेण्डर वर्ष में ना तो 240 दिन कार्य किया जाना प्रकट होता है एवं ना ही सेवा समाप्ति के विगत के 6 माह में 120 दिन कार्य किया जाना प्रकट होता है। अर्थात् प्रार्थी अपनी सेवा समाप्ति के ठीक 6 माह के पूर्व की अवधि में लगातार 120 दिन कार्यरत रहा हो या सेवा समाप्ति के ठीक पूर्व की एक वर्ष की अवधि में 240 दिन तक कार्यरत रहा हो, ये दोनों ही तथ्य प्रार्थी साबित करने में विफल रहा है।

11. प्रार्थी अपने आपको अस्थायी दर्जा दिया जाना बता रहा है तो क्या इसी आधार पर प्रार्थी, अप्रार्थी के यहाँ पुनः नियोजित होने का अधिकारी है? इस सम्बन्ध में सर्वप्रथम तो यह न्यायाधिकरण यह प्रकट करना चाहेगा कि प्रार्थी को सेवा से हटा दिया गया हो, ऐसा कोई लिखित आदेश ना तो प्रार्थी की ओर से पेश किया गया है एवं ना ही अप्रार्थी की ओर से पेश किया गया है। केवल मात्र जबानी रूप से ही यह सेवा समाप्ति की तिथि प्रार्थी द्वारा बतायी जा रही है। प्रार्थी की इस सम्बन्ध में मुख्य दलील यह रही है कि प्रार्थी को हटाने के बाद में अन्य कर्मकार मोहम्मद अली, महेन्द्रप्रताप सिंह व संजय मिश्रा आदि को सेवा में अप्रार्थी द्वारा नियोजित किया गया। हालांकि एक और कर्मकार श्रीकिशन मिश्रा का नाम भी अप्रार्थी ने अपने क्लेम स्टेटमेंट के जवाब में वर्णित किया है, परन्तु बाद में अप्रार्थी ने इस सम्बन्ध में एक प्रार्थना-पत्र 15-5-99 को पेश कर यह स्पष्ट किया कि श्रीकिशन को अप्रार्थी द्वारा नियुक्त नहीं किया गया। अतः क्लेम स्टेटमेंट के जवाब जो तथ्य वर्णित किये उसमें किशन का नाम विलोपित माना जावे। इस प्रकार प्रार्थी एवं अप्रार्थी, दोनों के अनुसार मोहम्मद अली, संजय मिश्रा व महेन्द्रप्रतापसिंह की नियुक्ति प्रार्थी की सेवा समाप्ति के बाद हुई है। इन नियुक्तियों के सम्बन्ध में प्रार्थी की ओर से दलील दी गयी कि रेलवे द्वारा वर्ष 81 में ही किसी भी नियुक्ति पर रोक लगा दी गयी थी परन्तु इसके बावजूद भी अप्रार्थी द्वारा तीन कर्मकारों की नियुक्ति प्रार्थी को हटाने के बाद की गयी है। इसका खण्डन अप्रार्थी की ओर से किया गया व कथन किया गया कि रेलवे ने वर्ष 81 में आदेश निकाला था, उसके बाद में अप्रार्थी मण्डल रेलवे प्रबन्धक द्वारा कोई नियुक्ति नहीं की गयी एवं ऊपर वर्णित इन तीन कर्मकारों की नियुक्ति का जो सवाल है, उसमें यह स्पष्ट प्रकट वर्णित किया गया कि सक्षम प्राधिकारी महाप्रबन्धक रेलवे के अनुमोदन के पश्चात् ही संजय मिश्रा, महेन्द्रप्रतापसिंह व मोह. अली की नियुक्ति की गयी है एवं उनके आदेश में ही ऐसा वर्णित किया गया कि सक्षम प्राधिकारी द्वारा अनुमोदन किये जाने के बाद ही यह नियुक्ति की जा रही है। इस सम्बन्ध में उनकी ओर से लिखित बहस के साथ व पूर्व में इन कर्मकारों के सम्बन्ध में नियुक्ति-पत्र की फोटोप्रतियां भी पेश की गयी। इनका अवलोकन किया जावे तो यह स्पष्ट होता है कि ये नियुक्तियाँ मण्डल रेलवे प्रबन्धक, कोटा द्वारा अपने ही अधिकार के तहत नहीं की गयी अपितु इन नियुक्ति आदेशों में स्पष्ट वर्णित है कि सक्षम प्राधिकारी महाप्रबन्धक, पश्चिम रेलवे द्वारा अनुमोदन किये जाने के पश्चात् इन कर्मकारों संजय मिश्रा, महेन्द्रप्रताप सिंह व मोहम्मद अली आदि की नियुक्ति की गयी। अतः ऐसी परिस्थिति में इन नियुक्तियों के सम्बन्ध में यह नहीं कहा जा सकता है कि प्रार्थी को हटाकर ही मनमाने तरीके से अप्रार्थी ने इन कर्मकारों को नियुक्तियाँ दे दी हों अपितु इन कर्मकारों के नियुक्ति आदेश से ही यह स्पष्ट हो

जाता है कि सक्षम प्राधिकारी द्वारा अनुमोदन मिलने पर ही उनकी नियुक्ति की गयी है। अतः प्रार्थी की इस दलील में भी यह न्यायाधिकरण कोई बल महसूस नहीं करता है।

12. इसके अलावा प्रार्थी को किसी मौसम विशेष के लिए अर्थात् ग्रीष्मकालीन अवधि के लिए पानी पिलाने वाले व्यक्ति के रूप में रखा भी गया है तो यह उसका कार्य एक मौसमी प्रकृति का था। प्रार्थी की सेवा पुस्तिका जिसकी फोटोप्रति पत्रावली पर उपलब्ध है, उसमें भी प्रार्थी को केवल ग्रीष्मकालीन अवधि माह अप्रैल, मई, जून 90, 91 में ही कार्य किया जाना प्रकट होता है। वर्ष 92 में भी प्रार्थी द्वारा 27-3-92 से 16-4-92 तक की अवधि के लिए उक्त कार्य किया जाना प्रकट होता है। अर्थात् ग्रीष्मकालीन अवधि में प्रार्थी रेल यात्रियों को रेलवे स्टेशन पर पानी पिलाने का कार्य करता था। इसके अलावा बाकी अवधि में प्रार्थी द्वारा अप्रार्थी के यहाँ कार्य किया जाना प्रकट नहीं होता है। जैसा कि ऊपर वर्णित किया जा चुका है कि प्रार्थी द्वारा अपनी सेवा समाप्ति से ठीक पूर्व के 6 माह में 120 दिन या उसके सेवा से हटाने के पूर्व के 12 कलेण्डर माह में 240 दिन कार्य किया गया हो, यह कहीं साबित किये जाने का प्रयास नहीं किया गया है, जबकि माननीय उच्चतम न्यायालय ने अपने कुछ न्यायनिर्णयों "सुरेन्द्रनगर जिला पंचायत बनाम जिला पंचायत, पीठाभारत- (2005) 8 एस.सी.सी. पृष्ठ 450, उत्तरप्रदेश राज्य बनाम प्यारेलाल-2005 एलएलआर पृष्ठ 865 (इला. उ. न्या.), भोगपुर सहकारी चीनी मिल्स लि. बनाम हरमेशकुमार-2007 एलएलआर (एफ.सी.) (पृष्ठ 183)" आदि मामलों यह प्रतिपादित किया है कि जहाँ कर्मकार किसी स्थान में 240 दिन तक लगातार कार्य किया जाना प्रकट करता है तो यह साबित करने का भार उसी पर होगा। इस मामले में प्रार्थी कर्मकार ने कहीं पर भी अपनी कार्यावधि का विवरण व सेवा से हटाने से पहले के 6 माह में 120 दिन या 12 कलेण्डर माह में 240 दिन कार्य किया हो, ऐसा कोई स्पष्ट अभिकथनों के साथ अभिकथन ना तो अपने क्लेम स्टेटमेंट या शपथ-पत्र में अंकित किया है एवं ना ही साबित किये जाने का प्रयास किया है एवं उसकी सेवापुस्तिका की फोटोप्रति से भी उसका यह तथ्य साबित नहीं होता है। किसी भी मामले में कर्मकार को किसी प्रकार की राहत प्रदान करने के पहले इस तथ्य का साबित होना अति आवश्यक है कि कर्मकार ने ऊपर वर्णित सेवा अवधि उसको सेवा से हटाने के पहले पूरी कर ली। इस मामले में प्रार्थी कर्मकार यह तथ्य साबित नहीं कर पाया है। विभाग द्वारा उसे अस्थायी कर्मकार का जो दर्जा दिया गया है वह भी पूरे वर्ष भर के लिए नहीं दिया जाकर केवल एक ग्रीष्मकालीन अवधि के लिए ही दिया गया है एवं इसी आधार पर प्रार्थी किसी नियमित पद पर पुनर्स्थापित होने का अधिकारी नहीं बनता है, जैसा कि माननीय उच्चतम न्यायालय द्वारा "सचिव, कर्नाटक राज्य बनाम उमा देवी-2006 (109) एफएलआर (एस.सी.) पृष्ठ 826 एवं राजस्थान राज्य एवं अन्य बनाम दयालाल व अन्य-2011 (128) एफएलआर (एस.सी.) पृष्ठ 928" में यह प्रतिपादित किया गया है कि कोई भी कर्मकार भले ही वह दैनिक रूप से या अस्थायी रूप से या तदर्थ रूप से नियोजित हो तो भी वह किसी भी नियमित सेवा में नियोजित होने का अधिकारी तब तक नहीं होता जब तक कि वह उस पद के लिए अपेक्षित अर्हतायें या विहित प्रक्रिया से नियुक्ति हेतु गुजर ना जावे।

13. इस मामले में सर्वप्रथम तो जैसा कि ऊपर विवेचित भी किया जा चुका है कि प्रार्थी अपने आपको मौखिक रूप से अप्रार्थी द्वारा दि. 17-4-92 को सेवा से हटाये जाने का कथन कर रहा है, जबकि अप्रार्थी का यह कथन रहा है कि प्रार्थी स्वयं ही कार्य पर नहीं आया। इस सम्बन्ध में इस न्यायाधिकरण का यह अभिमत है कि सर्वप्रथम तो यदि अप्रार्थी के यहाँ किसी कर्मकार की आवश्यकता थी एवं प्रार्थी कर्मकार के कार्य, व्यवहार व आचरण से अप्रार्थी की कोई शिकायत नहीं थी तो क्योकर अप्रार्थी बिना कारण के प्रार्थी कर्मकार को हटायेगा। इसके अलावा प्रार्थी के प्रति अप्रार्थी की कोई दुर्भावना, दुराशय या रंजिश आदि भी कहीं प्रकट नहीं हुई है जिसके कारण ही प्रार्थी को हटाया गया हो एवं ऐसा भी नहीं है कि जिन कर्मकारों मोह. अली, संजय मिश्रा व महेन्द्रप्रतापसिंह को बाद में नियुक्त किया गया है, वे प्रार्थी को हटाने के तत्काल बाद प्रार्थी के कार्यरत पद पर ही नियुक्त किये गये हों अपितु इन तीनों को तो सक्षम प्राधिकारी के अनुमोदन के पश्चात् अलग-अलग तिथियों में प्रार्थी के तथाकथित सेवामुक्ति के करीबन 2 वर्ष बाद में प्रार्थी के वाटरमैन (पानी पिलाने वाले) के पद पर नियुक्त नहीं किया जाकर अन्य पद पर नियुक्त किये गये हैं। अतः केवल इन कर्मकारों को रखने के लिए ही प्रार्थी कर्मकार को हटाया गया है, यह तथ्य किसी भी रूप में साबित नहीं होता है एवं ना ही प्रार्थी द्वारा उसे 17-4-92 को अप्रार्थी द्वारा हटाये जाने का तथ्य कहीं साबित कर पाया है, अतः धारा 25-एफ व एच के उल्लंघन का मामला भी नहीं बनता है। अतः प्रार्थी कर्मकार की ओर से दी गयी इस दलील में भी यह न्यायाधिकरण कोई बल महसूस नहीं करता है कि प्रार्थी को हटाने के बाद में उसे सेवा में पुनः नियोजन का अवसर नहीं देकर इन कर्मकारों को रख लिया गया हो।

14. प्रार्थी कर्मकार अपने आपको अप्रार्थी द्वारा 17-4-92 को हटाना बता रहा है, रेफ्रेन्स उसके 5 वर्ष से ज्यादा समय के बाद हुआ है, यदि प्रार्थी वास्तव में अपनी सेवामुक्ति से व्यथित होता तो वह इतनी लम्बी अवधि तक विवाद उठाने में देरी नहीं करता अपितु तत्काल विवाद उठाता। अतः विवाद उठाने में देरी से भी इस उपधारणा को बल मिलता है कि प्रार्थी को अप्रार्थी द्वारा नहीं हटाया गया अपितु प्रार्थी ने स्वयं ही स्वेच्छा से कार्यनिवृत्ति ले ली एवं स्वेच्छा से कार्यनिवृत्ति को छंटनी नहीं माना जा सकता।

15. इस प्रकार ऊपर किये गये समस्त विवेचन के आधार पर इस मामले में प्रार्थी कर्मकार अपनी सेवा समाप्ति से पूर्व के 6 माह में लगातार 120 दिन या पूर्व के 12 कलेण्डर माह में 240 दिन तक लगातार कार्य किया है, यह तथ्य साबित नहीं कर पाया है कि जबकि इसे साबित करने का भार भी उसी पर था। इसके अलावा प्रार्थी कर्मकार को केवल ग्रीष्मकालीन अवधि के लिए अस्थायी दर्जा वाटरमैन (पानी पिलाने) के रूप में दिया गया था, उसका कार्य मौसमी प्रकृति का था एवं उसी के आधार पर प्रार्थी किसी नियमित पद के मुकाबले में सेवा में नियोजित होने का तब तक अधिकारी नहीं होता जब तक कि उस पद पर नियोजित होने के लिए सम्बन्धित प्रक्रिया से गुजर न जावे एवं उसकी वांछित योग्यताएं भी धारण करता हो। प्रार्थी अन्य जिन कर्मकारों की नियुक्ति होना बता रहा है, उनका प्रार्थी की सेवामुक्ति से कोई सम्बन्ध नहीं है, वे नियुक्तियाँ सक्षम प्राधिकारी की अनुमति से प्रार्थी के सेवामुक्ति के काफी समय बाद की

गयी हैं तथा कोई भी कर्मकार माननीय उच्चतम न्यायालय के "राज. राज्य एवं अन्य बनाम दयालाल" के निर्णय के अनुसार केवल लम्बे समय तक अस्थायी या तदर्थ आधार पर या दैनिक वेतन भोगी रूप में कार्यरत होते हुए भी नियुक्ति के लिए या पुनर्स्थापना के लिए तब तक पात्र नहीं होता जब तक कि वह एक स्वीकृत पद ना हो तथा उसके लिए वांछित योग्यता धारण करने के साथ ही नियुक्ति की प्रक्रिया से गुजर न गया हो। इन तथ्यों बाबत भी प्रार्थी का इस मामले में भी कोई अभिकथन नहीं रहा है। अतः समस्त विवेचन के आधार पर प्रार्थी हस्तगत प्रकरण में कोई अनुतोष प्राप्त करने का अधिकारी होना नहीं पाया जाता है।

परिणामस्वरूप भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश सं. 41012/154196/आईआर (बी) दि. 19-8-97 व अन्तरण पत्र दि. 28-1-98 के द्वारा सम्प्रेषित निर्देश/रेफ्रेन्स/ को अधिनिर्णित कर इसी अनुरूप उत्तरित किया जाता है कि प्रार्थी कर्मकार देवेन्द्र शर्मा की अप्रार्थी मण्डल रेल प्रबन्धक, पश्चिम रेलवे, कोटा द्वारा दि. 17-4-92 को सेवा समाप्ति का तथ्य प्रार्थी कर्मकार साबित नहीं कर पाया है, अतः प्रार्थी इस मामले में किसी प्रकार का कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

प्रकाश चन्द्र पगारीया, न्यायाधीश

नई दिल्ली, 17 जुलाई, 2012

का.आ. 2583.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 63/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-07-2012 को प्राप्त हुआ था।

[सं. एल-12012/298/91 आई आर (बी.-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 17th July, 2012

S. O.2583.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. no. 63/2003) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of State Bank of India, and their workmen, received by the Central Government on 17-7-2012.

[No. L-12012/298/91-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/63/2003

Date : 25-6-2012

**Party No. 1 : The Branch Manager, State Bank of India,
Badnera (Rly.) Branch, Badnera,
Distt. Amravati (M.S.)- 444601.**

Versus

Party No. 2 : Shri Sanjay Bhimrao Kamble, PO: Badnera Rly., Distt. Amravati.

AWARD

(Dated: 25th June, 2012).

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of S.B.I. and their workman, Shri Sanjay Kamble, for adjudication, to CGIT-cum-Labour Court, Jabalpur as per letter No. L-12012/298/91-IR (B-III) dated 17-02-92, with the following schedule :—

"Whether the action of the management of State Bank of India was justified in terminating the services of Shri Sanjay Bhimrao Kamble? If not, to what relief he is entitled?"

Subsequently, the case was transferred to this Tribunal for adjudication in accordance with law.

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the union, "State Bank Worker's Organisation", ("the union" in short), filed the statement of claim on behalf of the workman, Shri Sanjay Kamble, ("the workman" in short), and the management of S.B.I., ("Party No. 1" in short) filed its written statement.

The case of the workman as presented by the union in the statement of claim is that the workman was appointed as a temporary employee by party no.1 w.e.f. 9-7-1987 and he was discharging the duty as a messenger and he worked continuously without any break till 7-7-1989, for a period of about more than two years and he was being paid his salary monthly at the rate of Rs. 12/- per day and he had worked more than 240 days continuously and without any reason, the party no.1 terminated his services orally w.e.f. 8-7-1989 and no show cause notice was given to him to facilitate him to put forward his claim and there was no compliance of the provisions of Section 25-F of the Act and as such, the action of the party no. 1 was totally illegal and the post in which the workman was working is still vacant and after the termination of the workman, one Kisan S/o. Ambadas Kaore was appointed by the party no.1 in his place and the workman by letter dated 7-10-1989 requested the party no.1 to reinstate him in service with continuity and back wages, but the same fell to the deaf ears of party no. 1 and party no. 1 has admitted about his working for more than 270 days in aggregate in continuous block of 36 calendar months and actually he worked for 299 days continuously in the preceding year of his termination i.e. between 8-7-1988 to 7-7-1989 the action of the party no. 1 is illegal, the workman is entitled to be reinstated in service with continuity and full back wages.

3. The party no. 1 in its written statement has pleaded inter-alia that the workman was appointed purely on temporary basis intermittently as a messenger-cum-farash waterman etc. due to administrative exigencies in Badnera branch and he had never worked for 240 days in any calendar year and as the workman was working temporarily, there was no need to ask for documents in support of his qualification, age etc. and when applications were called for from all the eligible temporary candidates, for consideration of their names for permanent employment, the workman was directed to furnish the necessary documents regarding his age, qualification etc and when he submitted the documents regarding his age it was found that he was under age, as per the terms of settlement reached between the State Bank of India and All India State Bank of India Staff Federation and as such, he was found unfit for consideration for permanent employment and as soon as it came to their notice about the workman to be under aged, his services being temporary and no more required, he was discontinued and his initial appointment was also irregular, so the question of complying with the provisions of Section 25-F or any other provision of the Act does not arise at all. It is also pleaded by party no.1 that the workman did not work continuously from 9-7-1987 to 7-7-1989 and he did not work for 299 days in the year preceding the date of his termination and the workman is not entitled for any relief.

4. The workman, besides placing reliance on documentary evidence, examined himself as a witness, in support of the claim made in the statement of claim. In his examination-in-chief, which is on affidavit, the workman has reiterated the facts mentioned in the statement of claim.

In his cross-examination, the workman has stated that he was appointed orally by Shri R.G. Deshpande, the Bank Manager and his appointment was temporary and no written order of appointment or of renewal was given to him and he was not appointed in clear vacancy, but it was on temporary basis.

5. The workman also examined one Sashikant Ramchandra Siras as a witness on his behalf. Witness Sashikant has stated that he was working in Badnera Branch of State Bank of India from 1990 to 1992 and when the workman raised the dispute before the ALC, Bank had deputed him to attend the conciliation and as per the direction of ALC, he gathered the information about the actual working days of the workman from the Bank's record and submitted the same under his signature to ALC in 1991. In his cross-examination, this witness has admitted that he has not filed any document to show that from 1990 to 1992, he was working at Badnera Branch of the Bank and in his affidavit, he has not mentioned as to before which ALC, the dispute was raised and he has also not filed any document to show that he was authorized by the Bank to appear before the ALC and the ALC directed him in writing to submit the information about the actual

working days of the workman, but he has not filed the letter issued by the ALC. This witness has denied the suggestion that the statement regarding the working days of the workman, submitted by him before the ALC does not tally with the records of the Bank and the said statement was not prepared, with reference to the records of the Bank.

6. The party no. 1 in support of their plea has examined one Shri Harishchandra N. Tajane as a witness. The evidence of this witness is on affidavit and in his examination-in-chief, he has reiterated the facts mentioned in the written statement. In his cross-examination, this witness has stated that he does not have any personal knowledge about the appointment and retrenchment of the workman and as per records, the workman was engaged as a messenger-cum-farash in Badnera Branch and document Ext. W-VII is a copy of the certificate issued by the Branch Manager of the Bank on 6-9-1989.

7. It is clear from the evidence on record that the engagement of the workman as messenger-cum-farash was temporary in nature on daily wages and his appointment was not a regular appointment or as per the Recruitment Rules of party no. 1.

8. According to the learned advocate for the workman, the workman had worked more than 240 days in the preceding 12 calendar months of the date of termination and at the time of termination of his services, the mandatory provisions of Section 25-F of the Act were not complied with and as such, the termination is illegal and therefore, the workman, is entitled for reinstatement in service with continuity and full back wages. In support of such contentions, the learned advocate for the workman has relied on the decisions reported in (2007) II SCC-92 (D.P. State Electricity Board Vs. Pooran Chandra Pandey), 2011 (II) CLR 986 (Shivamma Vs. Krishna Gramin Bank, Calburga), 1998 (Vol. 3) LLJ (Suppl)-714 Rattan Singh Vs. Union of India), 2012 I CLR-580 (Engineer Vs. Suryanarayan Paswan), 2012 I CLR-670 (Debnath Chakrobarty Vs. Union of India), 2011 II CLR 678 (Divisional Engineer Vs. Lachhiram) and 2011 I CLR 1011 (Yograj Vs. State of Himachal Pradesh).

9. On the other hand, it was submitted by the learned advocate for the Party No. 1 that the workman worked on purely casual and temporary capacity, due to administrative exigencies and need of work and not as per procedure for permanent staff and his initial appointment was by the Branch Manager, who had no authority to appoint any person on permanent basis and the termination of the services of the workman cannot be construed to be retrenchment and arbitrary and therefore, the workman is not entitled for reinstatement or any other relief.

In support of such contentions, the learned advocate for the party no. 1 has placed reliance on the decisions reported in AIR 1997 SC-3657 (Himanshu Kumar Vs. State of Bihar), 2003 LIC 1196 (Ramkrishna Kamat Vs. State

of Kamatak), 2006 SCC (L & S)-753 (Secretary State of Kamatak Vs. Uma Devi), 2009 LIC 1731 (State of Kamatak VS. G.V. Chandra Shekhar) and many others. Keeping in view the principles enunciated by the Hon'ble Courts in the decisions relied on by the parties, now, the present case in hand is to be considered.

10. As the party no. 1 has denied the claim of the workman that he had worked for more than 240 days in the preceding 12 months of the date of termination i.e. 8-7-1989, it is necessary for the workman to prove that he had in fact worked for 240 days in the preceding 12 months of 8-7-1989. For better appreciation of the dispute, I think it opposite to mention about the settled principles enunciated by the Hon'ble Apex Court in this regard.

The Hon'ble Apex court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that :-

"Though Section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of "Continuous Service" need not be read into section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of Section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of Section 25-F of the principal Act by substituting in clause (b) the words "for every completed year of continuous service" has removed a discordance between the unamended Section 25 B and the unamended Cl. (b) of section 25-F. No uninterrupted service is necessary, if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended Section 25-B".

In the decision reported in AIR 1981 SC-1253 (Mehanal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

"Industrial Disputes Act (14 of 1947). Section 25-B (1) and (2)- Continuous service Scope of sub-sections (1) and (2) is different, (words and phrases-Continuous Service)

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25-B as the dictionary clause for the expression "continuous". Both in principle and are precedent it must be held that Section 25-B (2) comprehends a

situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and chapter V-A”.

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) have held that:

“Industrial Disputes. Act (14 of 1947) S. 25-F, 10- Retrenchment compensation-Termination of services without payment of—Dispute referred to Tribunal-Case of workman/claimant that he had worked for 240 day in a year preceding his termination-Claim denied by management-Onus lies upon claimant to show that he had in fact worked for 240 days in a year-In absence of proof of receipt of salary, the affidavit of the workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination.”

The Hon'ble Apex Court in the decision reported in (2005) 5 SCC-100 (Reserve Bank of India Vs. S.Mani) have held that :-

“Industrial Disputes Act, 1947-Ss.25-F, 25-N,25-B and II-240 days' continuous Service-Onus and burden of proof with respect to-Evidence sufficient to discharge-Failure of, Employer to prove a defence (or abandonment of service) if sufficient or amounted to an admission, discharging the said burden of proof on the workman discharged, merely because employer fails to prove a defence or an alternative plea of abandonment of service - Filing of affidavit of workman to the effect that he had worked for 240 days continuously or that the workman had repeated representations or raised demands for reinstatement, is not sufficient evidence that can discharge the said burden-Other substantive evidence needs to be adduced to prove 240 days' continuous service-Instances of such evidence given.

The initial burden of proof was on the workmen to show that they had completed 240 days of service. The Tribunal did not consider the question from that angle. It held that the burden of proof was upon the appellant on the premise that they have failed to prove their plea of abandonment of service. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any Court of Tribunal to come to the conclusion that a workman had in fact, worked for 240 days in a year. Such evidence might include proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period or the terms and conditions of his offer of appointment, or by examination of any other witness in support of his case.

So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of Section 25-F of the Act, it is necessary to prove that the workman worked for 240 days

in the preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. In this case, besides the oral evidence, the workman has, relied on the document i.e. the statement of working days prepared by the witness Sashikant. Party no. 1 has filed copies of receipts regarding payment of wages to the workman for the months of January 1989 to July 1989 and some others of 1987. However, party no. 1 did not file the receipts relating to the year 1988, in respect of the workman. Though, during the cross-examination of the witness, Sashikant, it was suggested to him by the learned advocate for the party no. 1 that the statement prepared by him is not correct and not in accordance with the records of the bank, on verification of the said statement with reference to the receipts produced by the Bank, it is found that the working days as mentioned in the said statement fully tallies with the working-days mentioned in the receipts from January 1989 to July 1989. So, the genuineness of the statement of working days filed by the workman cannot be doubted and reliance can be placed on the same. On calculation of the working days as mentioned in the statement of working days, it is found that the workman had worked for 252 days from 8-7-1988 to 7-7-1989 i.e. the preceding 12 months of the date of termination of the workman. Admittedly, in this case before the termination of the services of the workman, the mandatory provisions of Section 25-F of the Act were not complied with. So, the termination of the services of the workman on 8-7-1989 without compliance of the provisions of Section 25-F of the Act is found to be illegal and that such termination amounts to retrenchment, as defined under Section 2 (OO) of the Act.

12. Now, the question remains for consideration is as to what relief or reliefs the workman is entitled to.

So far back wages is concerned, it is well settled by the Hon'ble Apex Court that for grant of back wages, it is necessary for the workman to plead and prove that since the date of alleged termination, he is not in gainful employment. In this case, the workman has neither pleaded anything in that regard in the statement of claim nor adduced any evidence in support of the same. Rather, in his cross-examination, he has admitted that he is selling vegetables and earning Rs. 40 to 50 per day. Hence it is found that the workman is not entitled to back wages.

13. So far reinstatement in service is concerned, with respect, I am of the view that the decisions reported in (2007) 11 SCC-92 (Supra) and 2011 11 CLR 986 (Supra) have no application to the present case in hand, as the facts and circumstances of the cases referred in the said decision are quite different from the facts and circumstances of the case in hand.

In the decision reported in 1998 (Vol. 3) LLJ (Supl.) 714 (Supra) the Hon'ble Apex Court have been pleased to direct payment of Rs. 25000 instead of reinstatement. In

the decisions reported in 2011 I CLR 1011 (Supra), 2012 I CLR-580 (Supra) and 2012 I CLR 670 (Supra), the Hon'ble High Courts have been pleased to grant the relief of reinstatement of the concerned workman due to termination of services without compliance of the provisions of Section 25-F of the Act. However, at this juncture, I think it necessary to mention about the recent judgment of the Hon'ble Apex Court in this regard as reported in 2010 (8) SCALE - 5,83 (In charge Officer and another v/s. Shankar Shetty). The Hon'ble Apex Court have been pleased to hold that :—

“It is true that the earlier view of this court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past there has been a shift in the legal position and in a long line of cases, this court has consistently taken the view that relief by way reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice”.

The Hon'ble Apex Court have further held that :-

“Industrial Disputes Act 1947/ Section 25F / Daily wager/ Termination of service in violation of Section 25(F)/Award of monetary compensation in lieu of reinstatement /Respondent was initially engaged as daily wager by appellants in 1978/His engagement continued for about 7 years intermittently up to 6-9-85/Respondent raised industrial dispute relating to his retrenchment alleging violation of procedure prescribed in Sec. 25(F), the Act/Labour Court rejected respondents claim : holding of that Section 25(F) of the Act was not attracted since the workman failed to prove that he had worked continuously for 240 days in the calendar year preceding his termination 6-9-85. On appeal, High Court directed reinstatement of Respondent into service holding that termination of respondent was illegal-Whether an order of reinstatement will automatically follow in a case where engagement of a daily wager has been brought to an end in violation of Section 25(F) of the Act-Allowing the appeal-held :

- A. The High Court erred in granting relief of reinstatement to the respondent. The respondent was engaged as daily wager in 1978 and his engagement continued for about 7 year intermittently up to September 6, 1985 i.e. about 25 years back. In a case such as the present. one it appears to us that relief of reinstatement cannot be justified and instead monetary compensation would meet the ends of justice. In our considered

opinion the compensation of rupees one lakh (Rs. 1,00,000) in lieu of reinstatement shall be appropriate, just and equitable”.

14. Admittedly, in this case, the engagement of the workman was on daily wages basis and such engagement was not done - in accordance, with the Recruitment Rules of party no.1. The engagement of the workman was for the period from 9-7-1987 to 7-7-1989 and such engagement was made about 23 years back. So, applying the principles enunciated by the Hon'ble Apex Court in the decision reported in 1998 (vol. 3) LLJ (Suppl.) 714 (Supra) and 2010 (8) SCALE-583 (Supra) to the present case in hand and taking the entire facts and circumstances of the case into consideration, I think that the relief of reinstatement in service will not be justified and instead, monetary compensation would meet the ends of justice in this case. In my considered opinion, the compensation of 30,000 (Rupees thirty thousand only) in lieu of reinstatement shall be appropriate, just and equitable. Hence it is ordered :—

ORDER

The action of the management of State Bank of India was unjustified in terminating the services of Shri Sanjay Bhimrao Kamble. The workman is entitled for monetary compensation of Rs. 30,000 in lieu of reinstatement. He is not entitled for any other relief.

The party no.1 is directed to pay the compensation of Rs. 30,000 to the workman within one month from the date of Publication of the award in the official Gazette.

J. P. CHAND, Presiding Officer

नई दिल्ली, 17 जुलाई, 2012

का.आ. 2584.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 95/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2012 को प्राप्त हुआ था।

[सं. एल-12012/223/95-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 17th July, 2012

S.O. 2584.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 95/2004) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of State Bank of India, and their workmen, received by the Central Government on 17-7-2012.

[No. L-12012/223/95-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE**BEFORE SHRI J. P. CHAND, PRESIDING
OFFICER, CGIT-CUM-LABOUR COURT,
NAGPUR**

Case No. CGIT/NGP/95/2004 Date : 06-06-2012

Party No. 1 : The Asstt. General Manager,
Zonal Inspection Office,
State Bank of India, Kingsway, Nagpur.**Versus****Party No. 2 :** The Zonal Secretary,
State Bank Worker's Organisation,
H. No. 542, Dr. Munje Marg,
Congress Nagar, Nagpur.**AWARD**

(Dated: 6th June, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of State Bank of India and their workman, Shri Vivek Wankar and Shri V. P. Mohabe, for adjudication, to CGIT-Cum-Labour Court, Jabalpur as per letter No. L-12012/223/95-IR (B-I) dated 29-01-1997/05-02-1997 with the following schedule :—

"Whether Sh. Vivek Wankar, Messenger and Sh. V. P. Mohabe, Messenger, have acted as "Head Messenger" at Zonal Inspection Office, State Bank of India, Nagpur for the period from 04-10-1991 to 26-10-1992 and from 27-10-1992 to 21-06-1994, respectively ? If so, whether their claim for the payment of the acting allowance for the said acting period as 'Head Messenger' made through State Bank Workers' Organisation, Nagpur, is justified and proper? If so, what relief they entitled to ?"

Subsequently, the case was transferred to this Tribunal for adjudication in accordance with law.

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, union, "State Bank Worker's Organisation ("the union" in short) filed the statement of claim on behalf of the workmen, Shri Vivek Wankar and Shri V. P. Mohabe, (the workmen" in short) and the management of SBI ("Party No. 1" in short) filed the written statement.

3. The case of the two workmen as presented by the union in the statement of claim is that the workmen, Shri Vivek Wankar and Shri V. P. Mohobe acted temporally in the capacity of Head Messenger for the period from 04-12-1991 to 26-10-1992 and 27-10-1992 to 21-06-1994 respectively and performed actual duties attached to the said post till the posting of a permanent Head Messengers

at Zonal Inspection Office, Nagpur, Shri Dhoke, Shri Wankar and Shri Mohobe were working as messenger in order of service seniority and a post of record keeper was sanctioned at the office in May, 1991 and a post of Head Messenger was sanctioned w.e.f. 04-12-1991 and by virtue of seniority and due to vacancy of the post of Record Keeper, Shri Dhoke acted as the Record Keeper and received acting allowance accordingly and Shri Dhoke subsequently promoted as a clerk and was transferred to some other Branch and the duties of Head Messenger from 04-12-1991 to 26-10-1992 were performed by Shri Wankar and after transfer of Shri Dhoke to some other branch, Shri Wankar started to act as record keeper from 27-10-1992 and as such, Shri Wankar claimed the acting allowance of Head Messenger from the date of sanction of the post to his actual working before his elevation to record keeper's post and Shri Vivek Mohobe joined in the office of Zonal Inspection as a full time permanent employee on 12-10-1992 and as Shri Wankar was elevated to the post of Record Keeper from 27-10-1992, Shri Mohobe took over the duties of Head messenger from the very date 27-10-1992 and performed such duties till 21-05-1994 and the permanent Head Messenger, Shri Nikunj reported for duty in the office on 22-06-1994 and as such, Shri Mohobe claimed the acting allowance of Head Messenger from 27-10-1992 to 21-06-1994 and the workmen Shri Wankar and Shri Mohobe represented to the concerned authorities of Zonal Inspection office, Nagpur to make the payment of acting allowance by their applications dated 16-09-1994 and 19-03-1994 respectively, but the party no. 1 declined their claim on the plea that they had not performed the duties of Head Messenger and according to Bank's instructions, when an employee acts temporarily in in-cadre higher appointments, he is paid acting allowance and as the two workmen shifted their allegiance from the majority union to their union, the refusal of making payment of acting allowance to the two workmen came under the influence of majority union.

Prayer has been made by the union to direct the party no. 1 to make payment of acting allowance of Head Messenger to the two workmen as claimed with 18% interest on the amount till the date of payment.

4. The party no. 1 in its written statement has pleaded inter alia that the Zonal Inspection office mainly looks after the inspection and audit work of the branches/office under its control and the major workforce of the office remains on mobile duty to inspect the branches periodically and it is an administrative office with no public transaction or dealing of any nature or in other words, usual banking transactions not take place in the said office and the General Manager (Inspection and Audit) is the head of this office, being assisted by about 7 locally sanctioned officers, besides a dozen of clerical staff and a few subordinate staff and a post of Head Messenger came to be created in the said office on 04-12-1991 and the first incumbent reported for the post on 22-06-1994 and the

fact that no post of Head Messenger was there in the said office since November, 1982 till 04-12-1991, shows that the post was not an essential one and in absence of the incumbent of such post, the office worked normally and the two workmen, Shri Wankar and Shri Mohobe were discharging their usual duties of the post occupied by them, during the material time and after sanctioning of the post of Head Messenger on 04-12-1991, a wicked idea struck to the mind of the two workmen and after joining of the first incumbent on 22-06-1994 in the said post, they lodged their frivolous and false claim for having performed the duties of the Head messenger and such claim was lodged only on 16-09-1994 and 19-03-1994, by Shri Wankar and Shri Mohobe respectively i.e. after a delay of four years and it is not known what they had been doing for a such a long period, more so, when the employees were unionized and the Bank had never directed to any of the two workmen to officiate on the post of Head Messenger and no specific additional work that a messenger performs had been assigned for the post of Head Messenger and the Bank has been creating such posts to afford a reasonable opportunity for in-cadre higher promotion for subordinate staff and the two workmen want to take undue and illegal advantage of mere sanction of such post and it is a settled fact and law that mere existence of post does not entitle any person to claim the incumbency and it is the choice of the bank to fill up such post at appropriate time depending upon the requirement, exigencies and other administrative considerations.

It is further pleaded by the party no. 1 that individual dispute has been referred under the grab of industrial dispute and the same is impermissible and illegal and the records does not reveal that no authority has been signed by the workmen in favour of the union and the two workmen were never called upon to act as Head Messenger and without the specific instruction of the Bank, they cannot act on higher post and in Banking Industry, anybody, who works in the higher post even for a week immediately claims the allowance in the same month and it is surprising to note that in spite of non-receipt of "officiating allowance, the workmen were allegedly continue to work on the higher post for years together and it is highly unbelievable that the workmen shall be waiting for years to even apply for such claim and in the Bank, such claim is normally paid along with the salary in each month expeditiously without fail and nobody can work on his own as a Head Messenger and start claiming the allowance and mere existence of the post does not give any specific right in favour of any workman to work in such post, unless he has been specifically appointed in such post and the dispute is purely individual dispute and it is not an issue, which has any connection with other workmen and the alleged dispute does not fall within the meaning of Section 2 (K) of the Act and as the Tribunal has no jurisdiction to entertain the matter and the two workmen are not entitled

to any relief. It is also pleaded that there was 3 to 4 years delay in raising the dispute and such delay has not been explained and as such, the reference should not have been made.

5. Besides placing reliance on documentary evidence, the union has examined the two workmen as witnesses in support of the claim.

No oral evidence has been adduced by the party no.1 on its behalf.

The examination-in-chief of the two workmen are on affidavit. In their examination-in-chief, both the workmen have reiterated the facts mentioned in the statement of claim. However, workmen, Shri Mohobe in his cross-examination has stated that orders are issued by the Bank in case of promotions and transfers and in the Bank, additional allowance is paid, when any person holds the additional charge and the allowance is paid along with the salary every month and Bank has not issued any letter directing him to hold the additional charge and to perform the additional work of the post of Head Messenger and he had not made any complaint to the management during 27-10-1992 to 19-03-1994 for payment of acting allowance and his application dated 19-03-1994 for payment of acting allowance was rejected by the management.

Likewise, workman, Shri Wankar has admitted in his cross-examination that whenever an employee of the Bank is promoted or transferred, a written order to that effect is given to the said employee and whenever any employee of the Bank is entrusted with additional charge, he is being paid additional allowance alongwith the monthly salary and the Bank had never given any letter to him to act as the Head Messenger or the additional charge of Head Messenger and in his affidavit, he has not mentioned which additional duties of Head Messenger were performed by him and he did not give in writing anything to the Bank, when the allowance of Head Messenger was not paid to him with the monthly salary and he also did not give any complaint to the Bank authorities regarding the nonpayment of allowance in between, from 04-12-1991 to 26-10-1992 and only after joining of the regular Head Messenger, he raised the dispute.

6. So far the documentary evidence is concerned, the union has filed copies of some correspondence made between the Bank authorities regarding creation of the post of Jamadars and Head Messengers and sanctioned of the post of Head Messenger in the office of the General Manager (Inspection and Audit), Zonal Office, Nagpur and the copy of the applications submitted by the two workmen for payment of allowance dated 16-12-1994 and 19-03-1994.

It is necessary to mention here that not a single document has been filed either by the union or the two

workmen in support of the claim that the two workmen acted as Head Messenger.

7. At the, time of argument, it was submitted by the learned advocate for the union that both the workmen acted as the Head Messenger and it is clear from the instructions issued by the Bank regarding payment of acting allowance as given in the Hand Book on staff matter that there is no necessity to issue the permanent order of posting to perform the duties of the Head Messenger, once the post is sanctioned by the competent authority and as such, both the workmen are entitled for the allowance as claimed by them.

8. On the other hand, learned advocate for party no. 1 submitted that it is clear from the admission of both the workmen in their cross-examination that most of the employees of party no. 1 used to remain outside for the purpose of inspection of different branches and the post of the Head Messenger was created on 04-12-1991 and Bank had not issued any letter to them directing to hold additional charge and to perform the additional work of the post of Head Messenger and they did not make any complaint even though they did not the acting allowance along with their salaries and after joining of the regular Head Messenger, both of them wrote letters to the Bank for payment of the allowance claiming to have acted as Head Messenger, which clearly prove that both the workmen were neither directed to work in the capacity of Head Messenger nor they worked as such, for the period they claimed and taking advantage of the vacant post of Head Messenger from 04-12-1991 to 21-06-1994, they claimed the acting allowance, which was rightly rejected by the Bank and the two workmen are not entitled to any relief. It was also submitted that the dispute in question is not an industrial dispute and the union has no authority to raise the dispute on behalf of the two workmen.

9. As the two workmen have claimed that they worked as Head Messenger, the onus to prove the same lies upon them. They have to show that infact, workman, Shri Wankar acted as the Head Messenger temporarily for the period from 04-12-1991 to 26-10-1992 and workman, Shri Mohobe acted as the Head Messenger from 27-10-1992 to 21-06-1994 respectively.

On perusal of the record, it is found that neither in the statement of claim nor in their affidavits, the workmen have claimed that any order was issue by party no.1 in their favour to act as the Head Messenger temporarily. In the statement of claim, nothing has also been mentioned that party no.1 orally directed them to act as Head Messenger temporarily. Except their own affidavits, no other evidence of any kind has been adduced by the two workmen in support of their claim. The filing of the

respective affidavits claiming that they had acted as Head Messenger and are entitled for allowance cannot be considered to be sufficient to prove their claim, as the same are self serving documents. Both the workmen in their cross-examination have admitted that no order was issued by the party no.1 in their favour to act as the Head Messenger. Both the workmen have also admitted that in the Bank, additional allowance is paid to an employee along with the salary every month and though they were not paid the allowance with their monthly salary, they did not complain against the same and only in 1994, they submitted applications for payment of the allowance. The said facts clearly show that the two workmen actually did not act as Head Messenger and the post remained vacant till 21-06-1994 after creation of the post on 04-12-1991, taking advantage of the same, they put their claim for getting the allowance. Had the two workmen actually acted as the Head Messenger, then they should have claimed the allowance in the very first month of acting as the Head Messenger.

The contention raised by the learned advocate for the workmen that no written order was necessary for acting as Head Messenger by the two workmen in view of the instructions contained in the Hand Book of State Bank of India (Page nos. 368, 366, 386, 542 and 624) is found to be without merit, as the said instructions clearly show that an order is required to be passed by the competent authority in favour of a Messenger to act in an in-cadre higher post and the same cannot be done automatically, whenever there is a temporary vacancy in the in-cadre higher post as claimed by the union on behalf of the two workmen.

From the materials on record and the discussions made above, it is found that the two workmen, Shri Wankar and Shri Mohobe have failed to prove that they acted as Head Messenger for the period from 04-12-1991 to 26-10-1992 and 27-10-1992 to 21-06-1994 respectively and as such, they are not entitled for any allowance. Hence, it is ordered :—

ORDER

She Vivek Wankar, Messenger and Sh. V.P. Mohabe, Messenger, did not act as “Head Messenger” at Zonal Inspection Office, State Bank of India, Nagpur for the period from 04-10-1991 to 26-10-1992 and from 27-10-1992 to 21-06-1994, respectively. Their claim for the payment of the acting allowance for the said acting period as ‘Head Messenger’ made through State Bank Workers’ Organization, Nagpur, is unjustified and improper. The workmen are not entitled to any relief.

J.P. CHAND, Presiding Officer
Dated, Dhanbad, the 19th March, 2012

नई दिल्ली, 17 जुलाई, 2012

का.आ. 2585.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार गल्फ एयर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.1, मुम्बई के पंचाट (आई डी संख्या सी.जी.आई टी-1/20 ऑफ 2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2012 को प्राप्त हुआ था।

[सं. एल-11012/7/2006-आई आर (सीएम-1)]

अजीत कुमार, अनुभाग अधिकारी

New Delhi, the 17th July, 2012

S.O. 2585.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-1/20 of 2006) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Gulf Air and their workmen, received by the Central Government on 17-7-2012.

[No. L-11012/7/2006-IR (CM-1)]

AJEET KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

JUSTICE G. S. SARRAF, Presiding Officer

Reference No. CGIT-1/20 of 2006

Parties:

Employers in relation to the management of
Gulf Air

And

Their Workmen

Appearances:

For the Management : Shri Ganesh Desai, Adv.

For the Workmen : Shri V. Narayanan, Adv.

State : Maharashtra

Mumbai, dated the 17th day of April, 2012.

AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947. The terms of the reference given in the schedule are as follows:

Whether the management of Gulf Air, Mumbai is justified in not extending the benefits of Memorandum of settlement signed on 25-3-2004 to (1) Sh. Niranjan Shetty (2) Dinyar Hormasji Sarkari (3) Shri Wilfred Fernandez (4) Shri Unni Cherugote

(5) Shri R.V.Narayan (6) Shri Suresh Kaku (7) Mrs. Laxmi Radhakrishnan (8) Mr. R. Venu Gopalamurthy (9) Shri Jagdish Parekh, who were on roll during the period of operation of said settlement from 1-10-2000 to 31-3-2003 and retired under (VRS) during the Month of Feb. and March, 2003 ? If not, to what relief are the said workmen entitled ?

According to the statement of claim the details of the date of employment and the position held by the workmen are as under:

Sl. No.	Name	Designation	Date of joining	Retirement Date
1.	Shri N. Shetty	Station Mtce. Manager	15-4-1981	5-4-2003
2.	Shri D.H.Sarkari	Accounts & Admin. Supervisor	1-2-1979	27-3-2003
3.	Shri Wilfred Fernandes	Expenditure Supervisor	1-1-1975	14-3-2003
4.	Shri C.Unni	Res/Tkt Controller	1-9-77	14-3-2003
5.	Shri R.V.L.Narayan	Pers. & Admn. Assistant	1-4-1979	31-3-2003
6.	Shri Suresh Kaku	Acct. Assistant	1-12-1977	14-3-2003
7.	Smt.L. Radhakrishnan	Res/Tkt Controller	18-2-1977	14-2-2003
8.	Shri R.Venugopala-murthy	Sales Representative	30-8-1977	28-2-2003
9.	Shri Jagdish Parekh	Sales Representative	1-10-1979	28-2-2003

Pursuant to the circular dt. 17-10-2002 the workmen opted for VRS. The Gulf Air Employees Association, Mumbai vide charter of demand dt. 2-8-2000 raised certain demands and ultimately a settlement was arrived at vide memorandum of settlement dt. 12-3-2004 which was to be effective from 1-10-2000. The workmen, therefore, requested the management to extend to them all benefits under the memorandum of settlement dt. 12-3-2004. However, the management did not respond to the repeated requests of the workmen. The workmen are entitled to receive arrears and benefits as stated in para no.15 of the statement of claim. It has been stated in the statement of claim that all retired employees were given all benefits under the memorandum of settlement dt. 15-4-1998 and, therefore, the workmen are entitled to receive all benefits under the memorandum of settlement dt. 12-3-2004. It has also been stated that some of the workmen were designated as Managers and Supervisors but in fact they were doing manual and clerical work and, therefore, they are workmen within the meaning of Section 2(s) of the Act. The workmen have, therefore, requested that the management be directed to extend all benefits such as salary arrears, VRS arrears, travel benefits, I.D. card facilities to the workmen with interest @ 21% per annum.

According to the written statement filed by the first party the demand raised by the workman is misconceived,

baseless, frivolous and unsustainable. The dispute is not an industrial dispute as defined under Section 2(k) of the Act and this Tribunal has no jurisdiction to adjudicate upon the dispute. The workmen were employed mainly in managerial and/or administrative and/or supervisory capacity and they are not workmen within the definition of Section 2(s) of the Act. The workmen were drawing monthly basic salary as under:

Sl. No.	Name	Salary Rs.	Arrears Rs.	VRS Rs.	Total Arrears Rs.
1.	Shri N.Shetty	12,90,596	10,49,984		23,40,580
2.	Shri LD.H.Sarkari	4,18,850	2,62,303		6,81,153
3.	Shri Wilfred Fernandes	7,31,991	8,20,825		15,52,816
4.	Shri C.Unni	4,75,347	3,60,098		8,35,445
5.	Shri R.V.L.Narayan	3,99,986	2,83,553		6,83,539
6.	Shri Suresh Kaku	4,88,844	3,69,496		8,58,340
7.	Smt.L.Radhakrishnan	3,46,148	2,22,592		5,68,740
8.	Shri R.Venugopalamurthy	4,53,246	2,85,374		7,38,620
9.	Shri Jagdish Parekh	4,69,552	3,45,726		8,15,278

The memorandum of settlement dt.12-3-2004 applied only to the existing employees who were on rolls of the first party on the date of signing the settlement whereas the workmen ceased to be in the employment of the first party during the period from February 2003 to April 2003 by opting VRS offered by the first party and thus the reference is not maintainable. The first party has, therefore, prayed that the demand of the workmen be rejected.

The workmen have filed rejoinder wherein they have reiterated their stand.

By order dated 24-8-2010 passed by this Tribunal following issues have been framed:

1. Do the second party prove that they are "workmen" as defined under Section 2(s) of the Industrial Disputes Act, 1947?
2. Do the second party prove that the dispute raised by them is an "industrial dispute" as defined under Section 2(k) of the Industrial Disputes Act, 1947?
3. Do the second party prove that the Hon'ble Tribunal has jurisdiction to adjudicate upon the dispute raised by them?
4. Do the second party prove that the reference is maintainable under the provisions of the Industrial Disputes Act, 1947?
5. Do the second party prove that they are entitled to the benefits and arrears arising out of the Memorandum of Settlement dated 12-3-2004?
6. Whether the second party are entitled to the reliefs as claimed?

The workmen have filed affidavits of Wilfred Floriano Fernandes and Narayan Bhaguram More who have been cross-examined by learned counsel for the first party. The first party has filed affidavit of Hyacinth D,Mello and he

has been cross-examined by learned counsel for the workman. The first party has also examined Deepak Desai.

Heard Shri V. Narayanan learned counsel for the workmen and Shri Ashok Desai learned counsel for the first party.

ISSUE No. 1 : The burden to prove this issue is on the workmen. However, out of the 9 workmen the affidavit of only one workman Wilfred Fernandes has been filed to prove this issue. The other witness Narayan Bhaguram More is General Secretary of All India Gulf Air Employees Association.

The first party has filed affidavit of Hyacinth D'Mello who is working as Human Resources Officer Outstations. He has stated that all the 9 workmen were employed mainly in managerial and/or administrative and/or supervisory capacity. He states:

I say that Mr.Niranjan Shetty was employed in the Engineering Department. As Station Manager, he was In-charge of the Engineering Department. Mr. Shetty was responsible for ensuring adequate manpower available at all stations at all times to cover for the normal and ad-hoc operation, he was arranging the relief Engineers within his area to cover leave or other reasons, it was his duty to ensure that his staff shall have adequate technical coverage for their respective stations. It was his duty to arrange for a recovery team in case of AOG within his area, to prepare reports for all delays of flights within his area and take corrective actions etc. I say that 19 employees were working under his supervision and control. As Station Maintenance Manager he was representing the Mumbai Office and for the said purpose he was traveling abroad for work and conferences. Mr. Shetty has attended the various conferences in the headquarters of the Company in Bahrain discuss the issues about his to department

.....Mr. Sarkari was authorized to take decisions in the absence of Financial Controller India and the Department Head. I say that several employees were working under his supervision and control. Mr.Sarkari was attending the seminars conducted by the Headquarters in Bahrain of the Company.....

Mr.Wilfred Fernandes was employed in the Finance Department. As an Expenditure Supervisor Mr.Fernandes was performing the work of supervisory nature in the expenditure section of the Finance Department. Mr.John Rajan, Account Assistant and Mr.Suresh Gandhi Account Assistant were working under his supervision and control. Mr. Fernandes was the signatory to the Bank Accounts of the Company. He was signing cheques on behalf of the Company. He was appraising the

performance of the employees working under him and signing their appraisal forms. The VRS calculations were prepared under the guidance and instructions of Mr. Fernandes. Mr. Fernandes was representing his Department in the conferences at abroad. While I was in Finance Department during the period from 1976 to 1987, I have worked under the supervision and control of Mr. Fernandes by virtue of being the Secretary in the Finance Department.....

Mr. C. Unni was employed in the Sales & Marketing Department. As Reservation/Ticketing Controller Mr. Unni was performing the work of ensuring that passengers/agents travel needs were attended to by the staff in his department. Mr. Unni was stationed at Chennai and was supervising of the GSA staff under him.....

Mr. R. V. L. Narayana was employed in the Personnel and Administration Department. As Personnel and Administration Assistant Mr. Narayana was performing the work relating to personnel & administration. I say that two employees were working under his supervision and control.....

Mrs. L. Radhakrishnan was employed in the Sales and Marketing Department. Reservation/Ticketing Controller. As Mrs. Radhakrishnan was performing the work of ensuring that passengers travel needs were attended to by the staff in her department. She was stationed at Trivandrum and was supervising and controlling the work of GSA staff working under her.....

Mr. R. Venugopalamurthy was employed in the Sales and Marketing Department. As Reservation / Ticketing Agent Mr. Venugopalamurthy was performing the work of attending to passengers travel needs.....

Mr. Jagdish Parekh was employed in the Marketing Department. As Sales Representative Mr. Parekh was performing the work of Sales promotion and procuring business for the Company. Ms. Michelle D'Costa, Sales Secretary was working under his supervision and control.....

In rebuttal the workmen N.H. Shetty, D.H. Sarkari, C. Unni, R.V.L. Narayan, Suresh Kaku, Smt. L. Radhakrishnan, R. Venugopalamurthy and Jagdish Parekh have not come in the witness box and have not filed their affidavits.

Wilfred Fernandes has filed his affidavit but in cross-examination he admits "M-37 to M-40 are annual performance appraisal reports of John Rajan which have been filled, up by him" The above admission is clear enough to prove that some persons were working under him. Under Section 2(s) of the Act a person is not a workman if he is employed mainly in a managerial or administrative capacity or, being employed in a supervisory capacity, draws wages

exceeding ten thousand rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

Almost un rebutted statement of Hyacinth D'Mello proves that the workmen were employed mainly in managerial or administrative or supervisory capacity and they were drawing monthly basic salary ranging from Rs.34,133 to Rs.93,095.

It is thus clear that the workmen, being employed in managerial or supervisory capacity, drew wages exceeding rupees ten thousand per mensem and exercised, by the nature of their duties or by reason of the powers vested in them, function of a managerial nature. As such, they are not 'workmen' as defined in Section 2 (s) of the Act.

Issue no.1 is, therefore, decided against the workmen.

ISSUE No.2: Under Section 2(k) of the Act "industrial disput" means any dispute or difference between employers and employers or between employers and workmen or between workmen and workmen. This is not a dispute between employers and employers or between employers and workmen or between workmen and workmen and, therefore, it is not an industrial dispute.

Issue no.2 is decided against the workmen.

ISSUE No. 3: learned counsel for the first party has not contended that this Tribunal does not have jurisdiction to adjudicate upon the dispute. There is nothing on record to suggest that this Tribunal does not have jurisdiction.

Issue no.3 is, therefore, decided in favour of the workmen.

ISSUE No.4: Issues nos. 1 and 2 have been decided against the workmen. Therefore, the logical conclusion is that the reference is not maintainable under the Act.

Issue no.3 is decided against the workmen.

ISSUE No. 5: The settlement is dt. 12-3-2004 whereas the workmen voluntarily retired between February 2003 to April 2003.

Shri V. Narayanan, learned counsel for the workmen, has contended that as per clause 34 (c) of the settlement it has been made effective from 1-10-2000 and, therefore, workmen are entitled the ed to the benefits and arrears arising out of it.

Shri Ashok Desai, learned counsel for the first party, has argued that it has been made clear in clause 1 (a) of the settlement that it applide to the existing employees and since the workmen retired long before the date of the settlement they could not derive any benefit out of it. He has further argued that the first party has examined Deepak Desai to prove the letter Ex.M-42 written by Gulf Air Employees Association wherein it has been stated that the association is not pressing to include VRS or resigned personcls to receive the rewards of the settlement dt. 12-3-2004

and thus it becomes amply clear that the benefits given by the settlement dt. 12-3-2004 are not available to the workmen.

The workmen have received compensation under the VRS along with gratuity and other dues (excluding PF) ranging from Rs. 24,34,187 to Rs. 58,49,981. This shows that a considerable amount has been paid to the workmen ex-gratia besides the terminal benefits. The amounts have been paid not for doing any work or rendering any service but it has been paid in lieu of the employees themselves leaving the services of the first party and foregoing all their claims or rights in the same. It has a package deal of give and take. It is known as golden hand shake in the business world. The main purpose of paying this amount is to bring about a complete cessation of the jural relationship between the employer and the employee. After the amount is paid the employees ceased to be under the employment of the first party. They left with all their rights and there is no question of their again agitating for any kind of past rights with the first party including making any claim with regard to enhancement of pay scale for an earlier period. If the employees are still permitted to raise the grievances regarding enhancement of pay scale or other benefits from a retrospective date even after they have opted for voluntary retirement scheme and have accepted the amount paid to them the whole purpose of introducing the scheme would be frustrated.

Therefore, without going into the merits of the rival contentions of learned advocates I am of the opinion that once the workmen have opted for voluntary retirement under the VRS they cannot claim any benefit under the settlement arrived at long after their voluntary retirement.

Issue no. 5 is, therefore decided against the workmen.

ISSUE NO. 6: The workmen are not entitled to any relief.

ISSUE NO. 7: The management of Gulf Air, Mumbai is justified in not extending the benefits of memorandum of settlement dt. 12-3-2004 to the workmen.

Award is passed accordingly.

JUSTICE G. S. SARRAF, Presiding Officer
नई दिल्ली, 18 जुलाई, 2012

का.आ. 2586.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अमुबंघ में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.1, धनबाद के पंचाट (आई डी संख्या 146/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-7-2012 को प्राप्त हुआ था।

[सं. एल-20012/388/1993-आई आर (सी-1)]

अजीत कुमार, अनुभाग अधिकारी

New Delhi, the 18th July, 2012

S.O. 2586.—In pursuance of Section 17 of the Industrial Disputes Act, 1947. (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 146/1994) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad as shown in the Annexure in the Industrial Dispute between employers in relation to the management of M/s. BCCL., and their workmen, which was received by the Central Government on 18-7-2012.

[No. L-20012/388/1993-IR (C-I)]

AJEET KUMAR, Section Officer
ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of a reference U/s 10 (1) (d) (2A) of the
Industrial Disputes Act, 1947
Reference No. 146 of 1994

Parties:

Employers in relation to the management of Dugda
Coal Washery of M/s. B.C.C. Ltd.

AND

Their workmen

Present: Shri H.M. SINGH, Presiding Officer

APPEARANCES:

For the Employers : D. K. Verma, Advocate.

For the Workmen : Shri D. Mukherjee, Secretary,
Bihar Colliery Kamgar Union.

State: Jharkhand

Industry : Coal

Dated, the 29-3-2012

AWARD

By Order No. L-20012/388/93-IR (Coal-I) dated 10-6-94 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

“Whether the demand of the union for regularisation of the services of S/Sri Shadhan Munda and three others (as per annexure below) by the management of Dugda Coal Washery is justified? If so, to what relief are the concerned workmen entitled?”

ANNEXURE

Workman's name	Father's name	Permanent address
1. Premnath Mandal	Sri Jatal Mandal	Vill.- Dugda, P. S. & P.O. Dugda, Dist. Giridih (Bihar).
2. Shadhan Munda	Sri Chhedi Mahali	Vill.- Chanduwadih P. O. & P.S. Dugda Dist. Giridih (Bihar).
3. Maharu Mahto	Sri Dinu Mahto	Vill.- Khalcho, P. S. Nawadih, P.O. Tele, Dist. Giridih (Bihar).
4. Dinu Mahto	Sri Mamal Mahto	Vill.- Parsbuni, P. S. Nawadih, P.O. Tele, Dist. Giridih (Bihar)

2. The case of the concerned workmen is that they have been performing permanent and prohibited nature of job, such as, Magnetite Handling/charging Mazdoor at Dugda Coal Washery since long. They have been rendering services for the benefit of the management. They are working under direct control and supervision of the management. The implements for execution of job are being supplied by the management. In spite of the aforesaid fact the management have been disbursing the wages of the concerned workmen in the name of certain intermediary only to pay them wages below the rate of NCWA. Though the management have implemented the NCWA still then the management have been paying them below the minimum rate prescribed in NCWA. The concerned workmen represented before the management several times for their regularisation as Plant Clearing Mazdoors and atleast payment of Category-I wages but without any effect. So, seeing no other alternative an industrial dispute was raised before the A.L.C. (C), Dhanbad, which ended in failure. Thereafter the dispute has been referred to this Tribunal for adjudication. The action of the management in not regularising the concerned workman and not paying the concerned workmen atleast minimum wages as prescribed in NCWA are illegal, arbitrary, unjustified and against the principles of natural justice.

It has been prayed before this Hon'ble Tribunal to answer the reference in favour of the workmen by directing the management to regularise the concerned workmen with retrospective effect with all arrear of wages and consequential benefits.

3. The case of the management is that the concerned persons were never engaged by the management, either as plant clearing mazdoor or as magnetite handling or charging mazdoors and no contractor has been engaged on the jobs of plant clering or magnetite handling or charging mazdoors at Dugda Coal Washery. Therefore, the demand of the concerned persons is false, baseless and imaginary and the reference is liable to be rejected. No employer employee relationship ever existed between the management and the concerned persons at any point of time and therefore the question of regularizing them on the service of the company does not and cannot arise. It has been submitted that the management awarded contract works to different parties. Since the sponsoring union has not come out with clean hand by not viving the name of the contractor under whom they (concerned persons) had worked, it is difficult to say if any of them had over worked under any of the contractor. The contractor after receiving the work order selects and recruits the workmen capable of performing the contract jobs awarded to him. The contractor supervises all the contract work directly himself or through his supervisors and munshis. He exercises control over his workmen and terminates their services after the contract job becomes over. As the contract jobs were never continuous and could be available intermittently on some

occasion, there was no scope for any workman completing 240 days of attendance in a calendar year as a result the legal formalities relating to termination of service of the contract workers did not arise at any point of time. The contract jobs are awarded only in case there is no notification prohibiting engagement of contract labour. It has been submitted that the sponsoring union has no case for getting the concerned persons recruited into the employment of the management as they were neither employed by the management at any point of time nor were employed by any contractor on any jobs on which engagement of contract labour has been prohibited by any notification issued by the Central Government.

Under the facts and circumstances stated above, it has been prayed that the Hon'ble Tribunal be pleased to pass the award holding that the concerned persons are not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management produced MW-1, Y. N. Singh and MW-2, Arun Kumar Roy.

The concerned workmen produced WW-1, Prem Nath Mandal and proved documents 'X' to 'X-10' for identification.

6. Main argument advanced on behalf of the concerned workmen is that they are working with the management and performing the jobs as magnetite handling/charging mazdoor. The management is not paying them as per NCWA wages though their job is of permanent and perennial nature of job under the direct control and supervision of the management. They represented before the management for their regularisation as Plant Cleaning Mazdoors and payment of Category-I wages, but without any effect.

The management's representative argued that the concerned persons are not their workman. They have not employed the concerned persons. They have sometime worked for plant cleaning mazdoor. But the management is not taking any work from any of the concerned persons because plant cleaning work is prohibited category job as per Notification No S.O. 3103 dated 6-8-1983 by the Central Government. So, no contract can be given for permanent nature of job to the contractor as per Notification of the Government. The management awarded contract to different parties, M/s. Joginder Construction, M/s. Deo Construction, M/s. Rajan construction, M/s. S. P. Construction and Shri S. K. Pasn at different periods of time mainly on the civil construction besides some miscellaneous jobs, so they cannot be regularised in any way.

In this respect the statement of the concerned workman is very important. WW-1 in his cross-examination

stated that I have got no appointment letter. I have got no pay slip. I was member of cooperative society. Cooperative Society was taking contract. We were doing the work which the society was taking. Cheque was issued by the management to the society. Cheque was deposited in the account of the Society. It was distributed to the members of the society. I have got no engagement letter from the management.

The above statement of the concerned workman shows that they are members of Cooperative Society and the Society was taking contract from the management and payment is made by the Society. So, they are not under the direct control and supervision of the management.

Another argument advanced on behalf of the concerned workman is that Identity Card has been issued for work in the premises of the management. This has got no value as Identity Card is issued to the contractor for getting the contract work through his workers.

Considering the above facts and circumstances, I come to the conclusion that the demand of the union for regularisation of the services of the concerned workman is not justified.

7. In the result, I render the following award :

That the demand of the union for regularisation of the services of S/Sri Bhadhan & three others, the names mentioned in the order of reference, by the management of Dugda Coal Washery is not justified. Hence, they are not entitled to any relief.

H. M. SINGH, Presiding Officer

नई दिल्ली, 18 जुलाई, 2012

का.आ. 2587.—औद्योगिक विवाद अधिनियम, 1947. (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार टिस्को के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (आई डी संख्या 135/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-7-2012 को प्राप्त हुआ था।

[सं. एल-20012/381/1995-आई आर (सी-1)]

अजीत कुमार, अनुभाग अधिकारी

New Delhi, the 18th July, 2012

S.O. 2587.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.135/1996) of the Central Government Industrial Tribunal-cum-Labour Court No.2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. TISCO and their workman, which was received by the Central Government on 18-7-2012.

[No. L-20012/381/1995-IR (C-1)]

AJEET KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Present : SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Disputes under Section 10

(1)(d) of the I.D. Act, 1947

Reference No. 135 of 1996

Parties:

Employers in relation to the management of Jamadoba Colliery of TISCO and their workman.

APPEARANCES:

On behalf of the workman : Mr. Samrendra Singh, Ld.

Adv. & workman himself.

On behalf of the management : Mr. D.K. Verma, Ld.

Advocate

State: Jharkhand

Industry: Coal

Dated, Dhanbad, the 19th March, 2012

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/381/95-IR (Coal.1) dt. 21-11-1996.

SCHEDULE

“Whether the demand of the Union for the reinstatement of Shri Samrendra Singh, Ex-Head Clerk by the management of Jamadoba Colliery of M/s TISCO is legal and justified? If so, to what relief is the workman entitled?”

2. The case of workman Samrendra Singh is that after his appointment at Jamadoba Colliery of the Management on 27-9-1973, he was duly confirmed and promoted to the post of Head Clerk on 15-4-1983 on selection after interview. While continuing to work on the post the Management of Tisco Colliery in December 1993 introduced a Scheme of Voluntary Retirement (hereafter referred to VRS) for its employees completing 10 years of service or 40 years of age. Though under the influence of his friends and persuasion of the Management official for it because of his being the Secretary of Jharkhand Colliery Mazdoor Union, Jamadoba for some years, he exercised his right of voluntary retirement in view of negligible benefits to the tune of Rs. 1,12,020 only, he applied to the management by depositing it in the office of the Dy. Div. Manager, Jamadoba on 22-1-1994 for withdrawal of his V.R.S. application choosing for remaining in the service. Another copy of the application was also received on 24-1-1994 with official rubber stamp. But viewing the attitude of the Management creating trouble in accepting his withdrawal petition, he demanded for seven lac rupees compensation as Voluntary Retirement Benefit accruable one completion of his service at his 60 years in addition to his normal retiral one. In spite of his bonafide undertaking as desired by the Management not to indulge in any union activity, the management sent him the letter dt. 24-1-1994 about the acceptance of his

V.R.S. w.e.f. 3-2-1994 which was received by him on 11-3-1994, i.e., after two months of his choice for remaining in service. The letter unsigned by the General Manager incompetent to accept his V.R.S. was false and fabricated.

3. The further case of the workman is that he had given a choice to the Management to accept his resignation on the condition for payment of seven lac rupees as adequate retirement benefit and compensation under a special contract which was accepted by the Management as its letter dt. 22/25-3-1994 but after timely withdrawal of his choice for retirement on 22-1-94 they had no right to retire him under the V.R.S. Scheme whereas his V.R.S. was to be effective from 3-2-1994 and the alleged letter of acceptance of his voluntary retirement was issued to him on 11-3-1994 without signature of the General Manager which was against the Certified Standing Order of the Company. The Management vindictively deprived him of his service and the contractual amount of Rs. 7 lacs, and also denied to pay it, and to reinstate him. Moreover, the acceptance of his voluntary retirement was not permissible by the scheme itself, as he was not a surplus workman and the management has filled up the post by placing another Head Clerk. It is also alleged that the V.R.S. Scheme had two formats A and B Annexures as the letters of acceptance and regret for the employees whose requests were accepted or unconsidered by the Management according to its full discretion as per its para 2 (VIII) (III). It was the unilateral act of the Management to accept or reject it. Similarly the workman had the unilateral act to submit his application for V.R.S. or to withdraw it, choosing to remain in his service. So the withdrawal of his V.R.S. application by the workman was valid in law. The acceptance of voluntary retirement of the workmen and no permission for resumption of his duty are the vindictive action of the Management and contrary to the law. After a few months of termination of his service, the Management had introduced another scheme of V.R.S. which was more beneficial to the employees of the Company. The management allowed the withdrawal of V.R.S. of some workmen after acceptance. So he is entitled to reinstatement with full back wages and due compensation for his sorrowful sufferance due to the vindictive act of the management.

4. The workman in its rejoinder with specific denials has pleaded that the management officials had enticed him to seek V.R.S. by informing him of the enhancement of its benefits, so he submitted an application in the prescribed format on 12-1-1994, but seeing it no chance of coming any revised circular for enhanced benefit, he as per his application dt. 22-1-1994 withdrew his aforesaid application. He is not unauthorisedly occupying the quarter in question, for which the management is adopting various tactics to illegally evict him. While terminating his service by the Management, he was not a Law Graduate, so after passing L.L.B. Examination and taking his provisional certificate of it from Vinoba Bhave University on 26-3-1996, he though

got enrollment as a member of Dhanbad Bar Association on 18-7-1996, yet his earning negligible. He had not intended to join any Trade Union because of his simplicity. Despite his repeated objection, the management illegally started to deduct money from his wages toward union subscription, as well as threatened him of penalisation by imposition of penal rent on him illegally. He has always taken the shelter of law for his survival with his family.

5. Whereas challenging the reference being individual as unmaintainable, the contra pleaded case of the Management with categorical denials is that the dispute being unsponsored by any trade union recognised or any group of workmen of the establishment to convert it into an industrial dispute is summarily unacceptable. Workman Samerendra Singh was appointed as a Clerk Gr. III on 27-9-1973, promoted to Gr. II on 15-4-1983 and to the post of Head Clerk w.e.f. 15-4-1983, and continued so at Jamadoba Colliery on 12-1-1994 when he submitted his resignation under V.R.S. Since the introduction of several modern techniques by the Management for efficient operation in various mining processes increased out-put per man shift rendered some persons surplus to the need in lieu of retrenchment of employees in the normal course. Under the provisions of the Industrial Dispute Act, 1947 for optimum man power, the management as per circular dt. 28-12-1993 introducing a voluntary retirement scheme for temporary period from 1-1-94 to 28-2-1994 offered better benefits gratuity, PF, unpaid wages, if any, encashment of unavailed leave, one and half month salary multiplied by balance months of service retirement on 60 years whichever lower for their voluntary option for V.R.S. for which the total amount payable under the sub-clause (b) was not exceeding Rs. 5 lac.

6. It is pleaded by the Management that the workman submitted his application dt. 12-1-1994 for his voluntary retirement with a view to get good amount under the scheme. His application was duly accepted by the Competent Authority and informed of it by the Management as per letter dt. 24-1-1994, instructing him to receive the payment from the management. But after the receipt of the management's letter, he represented by his letter predated 22-1-1994 for withdrawal his aforesaid application under V.R.S. on the ground of the benefits under the Scheme not upto his expectation, and demanded Rs. 7 (seven) Lac as compensation for accepting his resignation under V.R.S. He submitting of his aforesaid predated application on 24-1-1994 was in fact his afterthought one with a view to unauthorisedly occupy the Company's quarter as a trade union Leader-cum-Advocate at Dhanbad. On already acceptance of his application dt. 12-1-1994 by the Competent Authority, there was no scope for accepting to his withdrawal of his aforesaid resignation nor for his reinstatement in his original job. So the action of the management in accepting his resignation under the V.R.S. was legal and justified. By unauthorisely occupying the

Company's quarter allotted to him while in service, the workman continues to practice as an Advocate at Dhanbad Court and also carries an anti-management activities as trade union ones highly prejudicial to the management for payment of Rs. 7 (seven) lac for leaving the quarter. No entitlement to any relief is alleged against the workman.

7. The management with specific denials pleaded in its rejoinder that the due appointment and promotion of the workman is admitted just as submitting of the resignation by the workman being eligible for it under V.R.S. The management was unaware of his being Secretary of the Jharkhand Colliery Mazdoor Union unexisting in the Company's Colliery, also of the facts under which he submitted his resignation under the scheme. The withdrawal letter dt. 22-1-94 of resignation under VRS by the workman was received by the management on 24-1-1994 after the entire process for acceptance of his V.R. application was over.

8. Upon remanding of the case by the Hon'ble High Court at Ranchi for afresh hearing, further pleading of the management as stated in its additional written statement as integral part of its earlier one, shown of repeated facts, is that the V.R.S. as per the circular dt. 28-12-1993 of the management validity w.e.f. 1-1-1994 till 28-2-1994 mandatorily but specifically stipulated under its clause (iv) its terms & conditions : That 'the amount payable on voluntary retirement of the employee not to exceed the amount equivalent to 1 1/2 months salary for each complete year of service or monthly salary at the time of retirement multiplied by the balance months of the salary left before the date of retirement in super annuation (60 years) whichever lower in any case shall not exceed Rs. 5 lac in case of such employee' and under its para 3 : "The payment under this scheme to be made only after handing over the Company's accommodation if any allotted to and compliance with other requirements for receiving the settlement dues."

9. Further it is alleged in the addl. written statement that once the offer of the workman as per his letter dt. 12-1-94 for his voluntary retirement from the service of the Company on the terms and conditions of the V.R.S. was unequivocally accepted on 22-1-1994 which was also orally communicated to the workman on the same date itself, because a binding contract since then itself between both the parties. The workman can not claim contrary to his unequivocally accepted terms of the VRS on any of the pleas of the withdrawal of his offer for V.R. by his letter allegedly dt. 22-1-1994 but actually received in the office of the colliery on 24-1-94 or of the communication letter of the management dt. 24-1-94 that stipulated the acceptance to be effective from 3-2-1994. Because the workman by his alleged letter dt. 22-1-1994 has demanded for Rs. 7 lac towards voluntary retirement benefit which is not only contrary to the limit of the V.R.S. but also a clear breach of his undertaking as per his offer dt. 12-1-94. The cut off date 3-2-1994 can not be construed as a date for accepting

the VR which was already accepted on 22-1-94 prior to the receipt of the letter of the workman dt. 24-1-94, rather it was for other limited purpose, i.e. for receiving the benefits on compliance with the stipulation for vacating the quarter, other formalities and final settlement as under the scheme. The workman being gainfully as an active Advocate can not be treated as an employee. The downsizing of the manpower in the Jharia Division Colliery including Jamadoba is a continuous process and on date no vacancy exists for accomodating any additional hand in the said cadre. Thus the release of the petitioner is justified and valid under the V.R. Scheme. the workman's only claim is for the amount to be calculated and communicated to him in the terms of the V.R. Scheme. less his already drawn amount Rs. 2,56,181.80 u/s 17 B of the I. D Act which consequent upon setting aside of the award became adjustable just as any dues Rs. 3,659.74 equating to the period of 70 months from March, 2004 to December, 2009 against his payment.

10. In response to it the specifically denialful further pleading of the workman in his rejoinder to the additional written statement of the management the acceptance of his offer for retirement under V.R.S. (Ext. M-5 marked with objection) is a fabricated document, as the entire V.R. Scheme unmentioning any such format. No Management can restrict him from exercising his legal right to withdraw it not the Scheme nor the Service rule standing order provides for it. The management under para 8 of its original written statement had stated the date of acceptance as 24-1-1994 but never as 22-1-1994. The withdrawal letter dt. 22-1-1994 was handed over to the management of the Colliery (HOD) personally by the workman on the same date, and a copy of the said letter was got received in the office with official seal and signature so as not to be denied by the management its receipt. The voluntarily retirement letter dt. 12-1-1994 in the format supplied by the management was a one month's notice (30 days) under clause 13 of the Certified Standing Order of the Company and acceptance of voluntarily retirement application before expiry of 30 days notice period failing which was illegal termination. The demand of Rs. 7 Lac was an alternative one. The General Manager's letter dt. 24-1-1994 was illegal. The management has committed illegalities violating all the laws relevant to the case. The income of the workman from practice of law as an advocate is Rs. 250 per month, though negligible, yet it can be deducted by the management per month from his back wages at the same rate as charged by the management against him. The workman is entirely dependant upon the friendly loan to maintain his family.

FINDING WITH REASONING

11. Consequent upon remand of the case after rescinding the order of the Learned Single Judge in W.P. (L) No. 390/2003 as well as the order (dt. 27-8-2002) of the Industrial Tribunal as per order dt. 15-7-2010 of the Hon'ble High Court of Jharkhand at Ranchi in L. P. A. No. 03/2010 Samenrenda Singh Vs. Employer, it came for a fresh decision

in accordance with law after hearing both sides. The typographical error 2-3-1994 in line No. 19 of the page of the said order dt. 15-7-2010 has been instructed to read it as 3-2-1994 as per order dt. 29-6-2011 of the Hon'ble High Court in I.A.No. 558/2011 in the aforesaid L.P.A.

On perusal of the case record, I find that WWI Samarendra Singh, workman himself on his behalf and MWI A.K. Sharan, the Manager for the Management were earlier examined, but on its remand, the workman declined to produce a witness on his behalf, the management filed its Addl. Written Statement on 11-1-2011 to which a rejoinder filed on 18-1-2011 by the workman, and thereafter further one witness MWI Dinesh Kumar Sharma, the Hd. Clerk, was examined by the management and cross-examined by the workman. The witness MWI Dinesh Kumar Sharma (on Remand) has proved five letters : one of workman and rest of the management as Ext. M-10 series in addition to the four letters of the workman filed by management marked as Ext. M.11 series (on admission).

12. It is pertinent to note that afresh adjudication of the case needs inevitably application of the principles to the facts of the case as observed by the Hon'ble High Court in the order dt. 15-7-2010 which are as under :

- (1) The voluntary retirement would become effective by having the effect of terminating the service w.e.f. 3-2-1994, i.e., the date of on which acceptance expressly states the same to be become effective,
- (2) Therefore, withdrawal was permissible at any time up till 2-3-1994 (now be read as 3-2-1994 in stead of it as per the Hon'ble High Court's order dt. 29-6-2011 in I. A. No. 558/2011 in the aforesaid L. P. A. No.03/2010).
- (3) The request for withdrawal of resignation in the present case reached the employer on 24-1-1994, i.e. well within time."

13. The present adjudication acts upon the main issue whether the voluntarily retirement application dt. 12-1-1994 (Ext. W-2) of the workman become effective under the provision of the Indian Contract Act 1872.

On evolution of the materials available on the case record, I find the facts as such :

- (i) The Tata Iron & Steel Co. Ltd., Jamshedpur (management) as per its circular dt. 28-12-93 issued the Voluntary Retirement Scheme (V.R.S.) for the period 1-1-1994 to 28-2-1994 (Ext. M.1) The V.R.S. under its Serial No. 2 IV (IV) stipulated the amount payable to the V.R.S. seeker not exceeding the amount equivalent to one and one half month's salary for each completed year of service or monthly salary at the time of retirement multiplied by the balance months of service left prior to his retirement in superannuation (60 years), which ever lower, but in any case, not exceeding Rs. 5 (Five) lac in case of such employee.
- (ii) Workman Samarendra Singh, the Head Clerk, voluntarily applied for his Voluntary Retirement from

the Company as per his application under his signature dt. 12-1-1994 on the condition stipulated therein (his application Ext. W2 = Ext.M9(1),

(iii) But the workman by his application dt. 22-1-1994 opted for treating his V.R.S. application as cancelled and withdrawn for its benefits as meagre under the V.R.S., simultaneously offering the Company to pay him Rs. 07 (Seven) Lac for it, otherwise he would continue in his service.

(iv) The workman alleged that his application dt. 22-1-1994 was acknowledged by the management as per its letter dt. 22/25-3-1994 (Ext. W-4), But this letter of the Management refers two letters first on 8-3-1994 concerning his request to cancel his retirement under V.R.S. and to resume his duty and other letter dt. 22/25th March, 94 which reads as such :

"you.....confirmed your willingness to retire under the above scheme. Accordingly, your request was sympathetically considered and you have been allowed to retire under V.R.S. w.e.f. 3-2-1994.

Since you have already retired from Company' service under the above scheme, you will appreciate our inability to accede to your request at this stage."

(v) Meanwhile, the management as per its letter dt. 14/17-2-1994 (Ext. W-6 =Ext.M-10/4) addressed to the workman on his home address) with reference to his application dt. 1-2-1994 for extension of his leave for 15 days w.e.f. 3-2-1994 affirmed that since the already acceptance of his request for V.R.S. w.e.f. 3-2-1994 vide letter no. JNB/474/000721 dt. 24-1-1994 (Ext. W-6/1) as its enclosure and he ceased to be in the Company's employment since then, so question of granting extension of 15 days leave did not arise. The aforesaid letter dt. 24-1-1994 of the G.M. (Ext. W.6/1) on the homeaddress of the workman in reference to his V.R.S. application dt. 12-1-1994 confirms the acceptance of his V.R.S. application by the management w.e.f. 3-2-1994. In response to the workman's application dt. 25-3-1994 about his alleged stoppage from duty, the management as per its letter dt. 13-5/3-6-1994 (Ext. W-7) to him on his home address regretted his request to resume his duty from 2-2-1994, as he had already retired from the Company's service from 2-2-1994, and he had receive the Management's original letter dt.24-1-1994 (Ext.M-3) of retirement acceptance on 11-3-1994 as per its record.

14. According to the management, the workman's request for retirement under V.R.S. was alleged to be accepted on 22-1-1994 by the Authority concerned which under the signature of Mr. S.N. Sinha, D.M. (P & W) dt. 21-1-1994 and Mr. S. D. Luther, Dy. P.M. (Al) dt. Nil (Letter written in pen) out of four printed members P.S. Singh, Sr. D.M. (O), R.K. Lahiri, D.M. (Engg), A.N. Mitra, D.M. (Washery) and aforesaid one had written member of Recommendation Committee on stencil printed form (Ext. M.7).

Dinesh Kr. Sharma (MW1) on remand of the case has to say that the workman letter dt. 8-3-1994 (Ext. M.-10 concerning his request for cancellation of his V.R.S. with assurance to abide by the Company's Rules) has neither official forwarding nor comments and the management's letter dt. 20/25-4-1994 and 1-8-1994 (Ext. M.10/1-2 respectively) in reference to the workman's letter dt. 29-3-1994 regarding payment of his unpaid dues gratuity and V.R.S. Ex-gratia are officially copies of the Dy. D.M. and the G.M. concerned. Admittedly, the workman was paid (Rs. 2,56,171.80) under Sec. 17(B) of the Industrial Dispute Act as per the original letter dt. 1-12-2011 of the Head Accounts (Ext. M.10/3 in three sheets). The workman by his letter dt. 29-4-1994 (Ext. W.8-Ext. M.11/3 same) has stressed for the payment of Rs. 07 (Seven) lac (as his partly offer accepted) etc. in stead of Gratuity and retirement compensation etc being paid.

It is an indisputable fact that the workman was meanwhile granted ten days leave from 22-1-94 to 2-2-94 by the Manager concerned under his signature (dateless) on his leave Application dt. 21-1-94 (Ext. M.11) but his second written application dt. 1-2-94 for extension of his 15 days leave from 3-2-1994 as per the Dy. D. M.'s Letter dt. 14/17-2-1994 ((Ext. M.10/4) was unconsidered for cessation of his service w.e.f. 3-2-1994 as result of the acceptance of his V.R.S. by the Management on 22-1-94.

15. Mr. D.K. Verma, the Ld. Advocate for the Management referring to 2003 SCC (L&S) 289 (D.B.), P. Lal Vs. Union of India (A) contends that 'The moment the Government accepted the notice of voluntary retirement, the retirement became effective and relationship of master & servant stood severed; neither communication nor gazette notification of the acceptance was necessary for that purpose, hence grant of permission at a subsequent stage for withdrawal of voluntary retirement was held as bad. It is related to All India Services (Death-cum-Retirement Benefits) Rules, 1958 Rs. 16(2) & (2-A). According to him, the acceptance of the workman's voluntary offer for voluntary retirement on the agreed terms on 22-1-1994 (Ext. M.5) which was orally communicated to him as asserted by M.W.I A.K. Saran resulted in a binding and enforceable conclusive contract between both the workman and the management, and any stand of the workman for withdrawal of his V. R. Application is unsustainable because of it being conditional for claim of Rs. 7 Lac beyond the limit of the V.R.S. which was a vivid breach of the contract; that the date 3-2-1994 referred to in the G.M.'s letter dt. 24-1-1994 (Ext. M.-3 which refers to date 2-2-1994) was a cut off date for two reasons to release his dues under the scheme and all other normal retrial benefits, but subject to the vacation of the Company's accomodation, and observation of the usual formalities by him.

16. On the other hand, Mr. Samdrendra Singh, the workman him self stating his career right from his

appointment as Clerk Grade III on 27-9-1973 to Head Clerk since January, 1984 in Jamadoba Colliery has to submit that on display of the notice for V.R.S. by the Management on 7-1-1984, he submitted his application for V.R.S. on 12-1-1994 (on prescribed proforma- Ext.M. 9(1) but after seeing no enhancement of monetary benefits he submitted his application for withdrawal of his V.R. S. application on 22-1-1994 and another copy of his withdrawal application was sent on 24-1-1994 (Ext. W-3) and that despite his application dt. 8-3-1994 (Ext.M-10) about his undertaking not to involve in any union his V.R.S. was accepted w.e.f. 3-2-1994 as evident from the Management's letters dt. 22/25-3-1994, 14/1-2-1994 and 24-1-1994 (Ext. W-4, 6 and 6/1 respectively), but the Management's letter dt.24-1-1994 concerning the acceptance of his V.R.S. by the Management admittedly reached to and received by him. on 11-3-1994 as also stated in his representation dt. 15-2-1995 (Ext. W.4/2). The argument advanced in that light by the workman himself now an advocate practising law is that his withdrawal of his V.R.S. with perspective effective date was well within time and withdrawal as held in the case of Union of India Vs. Gopal Chandra Mishra reported in A.I. R. 1978 SC 694 as also followed in the case of Union of India Vs. Wing Commander T.Parthasartahy, 2001(1)JLJ (SC)307.

17. The logic of the workman that his conditional V.R (Voluntary Retirement) application dt 22-1-994 (second copy) which was received on 24-1-1994 (Ext.W.3) and acknowledged by the Management as per its letter dt.22/25th March, 1994 (Ext.W.4) is untenable as this letter of the Management refers to his letter dt.8th March, 1994 (Ext.M.10) related to his assurance with request for cancellation of his V.R.S. acceptance letter. It is a misconception for a possible error in misdating 22-1-1994 in view of his optional, application dt.12-1-1994 for his voluntary retirement.

Moreover the plea of the workman for termination of his service illegally in view of clause 13 of the Standing Order, the Statutory force (Ext. W-13) according to which his application dt. 12-1-1994 was a 30 days notice, but its acceptance by the management within 12 days appears to be baseless, because the matter of termination though implied pleaded yet unproved as an incidental issue.

Likewise all the representations of the workman as Ext. 9 series send to the Desk Officer concerned for amendment of the present I. D. Schedule are quite irrelevant to the case under afresh adjudication. The workman was given the Advocate Notice dt. 8-7-1997 by regd. post in behalf of the management (Ext.W-12) for penal rent of Rs. 1,500 per month for his alleged illegal occupation of the management's quarter while his substantial matter was sub-judice.

18. In view of the proved factum of the case as stands before me, it is pertinent to refer the Sec. 5 of the

India Contract Act, 1872 under heading 'Revocation of proposals and acceptances' which reads under its sub-para as such :

"As acceptance may be revoked at any time before the communication of the acceptance is complete as against the acceptor, but not afterwards."

In this light, the acceptance of the workman's Voluntary Retirement Application dt. 12-1-1994 by the Management under the V.R.S. concerned is alleged on 22-1-1994 and its communication letter dt. 24-1-1994 by the management admittedly being his V.R.S. w.e.f. 3-2-1994 reached to and received by the workman on his home address on 11-3-1994 much later than the workman's application dt. 22-1-1994 for (though conditional) withdrawal of his said voluntarily Retirement indisputably received under the seal of the Management but much before the communication of the acceptance was complete as against the Management acceptor. Thus the termination of the workman's service was accepted with prospective effect from 3-2-1994, as he was admittedly on leave upto 2-2-1994 (Ext. M.11).

In this case, the coincidence of the 22nd the 24th Jan. 1994 of the workman's application for withdrawal with the same dates of the management's alleged acceptance of his V.R.S. is though most misleading yet its ambiguity stands vivid from the Management's letter dt. 24-1-1994 rather it contradictorily mentions the acceptance of his V.R.S. w.e.f. 2-2-1994.

Under this circumstances, I find that the authority by Mr. Verma, I.d. Counsel as well as his submission for the management being distinctive from the factum of the case appears not to hold water and unpersuasive, whereas the ratio decidendi of the aforesaid principle of perspective effectiveness of V.R.S. as also observed by the Hon'ble High Court of Jharkhand at Ranchi holds good with the case under adjudication.

19. Further, with reference of the case of Metropolitan Transport Corpn. Vs. V. Venkatesan (2009) 2 SCC (L & S) 719 (DB), Mr. Verma, the I.d. Counsel for the management has submitted that since the workman has been gainfully employed as an advocate in regular active practice of law so he can neither be treated as an employee nor be entitled to any back wages, because the income received while pursuing legal profession to be treated as income from gainful employment as held by the Hon'ble Apex Court in the aforesaid ruling. The workman has admitted that after passing I.L.B. in the year 1996, he got enrolled as Advocate on 18-7-1996. His admission as per his assurance letter dt. 8-3-1994 (Ext. M.10), related to request for cancellation of his V.R.S. acceptance letter :-

"(ii) I shall give up my appearance on behalf of the workman against the management before the Tribunal or Labour Court of any conciliation Officer." - proves his prior such conduct towards the management.

At this point, the contention of the workman is that his statement about his earning as an Advocate, i.e., Rs.250 per month or Rs.300 and the same amount may be treated after one year of his emoluments in 18-7-1996 in view of the decision of the Hon'ble Apex Court in the case of S.M. Saiyad Vs. Barada Municipal Corporation, 1984 Lab.I.C. 1446 wherein it has been held that no one can earn from the day first he joined the profession, it will take at least one year to have a footing in the profession to earn something. Here the workman has no such specific pleading except negligible which is unsubstantiated.

20. But in view of the admission of the workman practising the Law since 18-7-1996, I am also of the view as recently held by the Hon'ble Supreme Court in para 23 of the case of Metropolitan Transport Corp. Vs. V. Venkatesan (Supra) which also refers to aforesaid the case of Saiyad - that 'reasonable deduction needs to be made while determining the backwages to which the workman may be entitled.'

21. After taking into account all the aforesaid facts and circumstances including as the aspect of the Law advocacy of the workman w.e.f. 18-7-1996, it is awarded that the demand of the Union for the reinstatement of Samarendra Singh, Ex-Head Clerk by the Management of Jamadoba Colliery of M/s. TISCO is quite legal and justified. So the workman is entitled to his reinstatement with full backes after reasonable deduction of his earning from his practice of Law at the rate of Rs.1000 per month from August, 1997 and in case of his superannuation, to all his retiral benefits as usual. The Management is directed to implement the award within two months from the date of its receipt after its publication in the Gazette of India.

KISHORI RAM, Presiding Officer

नई दिल्ली, 18 जुलाई, 2012

का.आ. 2588. औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एयर इण्डिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट (आई डी संख्या सी.जी.आई. टी 2/27 ऑफ 2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18 7 2012 को प्राप्त हुआ था।

[सं. एल. 11012/10/2011 आई आर (सीएम-1)]

अजीत कुमार, अनुभाग अधिकारी

New Delhi, the 18th July, 2012

S.O. 2588.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/27 of 2011) of the Central Government Industrial Tribunal-Labour Court No.2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of M/s. Air India Limited and their workmen,

which was received by the Central Government on 18-7-2012.

[No. L-11012/10/2011-IR (CM-I)]

AJEET KUMAR, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO.2, MUMBAI**

PRESENT : K. B. KATAKE, Presiding Officer

REFERENCE NO. CGIT -2/27 of 2011

**EMPLOYERS IN RELATION TO THE MANAGEMENT
OF AIR INDIA LTD.**

Ms. Meenakshi Kashyap

AGM-IR

Air India Ltd.,

Mumbai-400021.

AND

Their Workman

Shri A. R. Joshi

Row House No.21

Godai Nagar

Chakan Road

Opp. Hotel Aishwarya

Talegaon Dabhade MS.

APPEARANCES:

FOR THE EMPLOYER : Mr. L.L.D'Souza, Representative.

FOR THE WORKMAN : In person.

Mumbai, dated the 29th February, 2012

AWARD PART-I

The Government of India, Ministry of Labour & Employment by its Order No.L-11012/10/2011-IR (CM-I), dated 29-3-2010 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

"Whether the dismissal of Shri Anil Rajaram Joshi, by order dated 6th December 1996 is legal and justified? If not, to what relief Shri Joshi entitled to?"

2. After receipt of the reference from the Ministry, both the parties were served with the notices. First party appeared through their legal representative and second party workman appeared in person. The second party workman has filed his statement of claim at Ex-6. According to the second party, he was serving with the first party since 1971. According to him there was a strike called by Air India Employees Guild in 1995/1996. The workman was not even member of the said union. He helped the company to ensure departure of flights in the best manner. However purely by way of vindictiveness and in order to victimize

the workman, disciplinary action was initiated against him. A farce of departmental inquiry was conducted against the workman. The company also had taken disciplinary action against the union leaders Mr. George and Mr. Bhoge. They were also dismissed from service. However the company reinstated all of them except the workman.

3. According to him, departmental inquiry was conducted in gross violation of principles of natural justice. The report and findings of inquiry officer are in perverse. There was no evidence in respect of the charges leveled against the workman. The company issued show cause notice proposing punishment of dismissal. Workman challenged the same before Hon'ble High Court in Writ Petition. High Court was likely to pass order in favour of the workman. Company therefore had withdrawn the notice and had undertaken to hold de novo inquiry. However they had dismissed the workman and filed Approval Application no. CGIT-1/17 of 1996. The approval application came to be withdrawn. They had made another farce of departmental inquiry with an intention to hold him guilty and to dismiss him from the service. Accordingly they dismissed the second party from service and filed another Approval Application No.91 /1996 before National Industrial Tribunal, Mumbai which was not tenable in the eye of law.

4. Initially National Industrial Tribunal granted approval. Workman challenged the said order before Hon'ble High Court. Hon'ble High Court set aside the order of granting approval to the dismissal of the second party and remanded the matter back to the National Industrial Tribunal for re-hearing. On re-hearing, National Industrial Tribunal rejected the approval application and reinstated the workman with full back-wages, continuity of service and all other consequential benefits. The company challenged the judgement and order of NIT before Hon'ble High Court in writ Petition no.2671/2002. Single Judge granted stay to the operation of the judgment and order of NIT. The second party preferred appeal and the Division Bench vacated the stay and directed the company to reinstate him with continuity of service in the alternative to pay his monthly wages and other benefits from time to time. The workman was superannuated from 31-5-2005. Till that date he received full wages. However in spite of order of reinstatement, they paid gratuity and PF only till the date of his initial dismissal and not till the date of his superannuation. It indicates that company has harassed him at every stage.

5. By the time the aforesaid writ petition came up for final hearing, the NIT had passed final award in Ref. 1 of 1990 and held that Air India was not party to the dispute concerned therein. Based on the said findings when the aforesaid writ petition came up for final hearing, company pleaded that in view of aforesaid findings of NIT, there was no need to file approval application and thus judgment and order in the approval application became infructuous. The said award was challenged before Hon'ble High Court

in WP no. 780/2005. In the writ Petition Union of India filed affidavit in reply to the effect that award is not acceptable to the Central Government and Central Government is considering remand of the same award for fresh consideration.

6. According to second party, in another case of Capt. Vishal Kapoor, Air India misled Hon'ble Supreme Court and suppressed the aforesaid affidavit of Government. In the circumstances, Hon'ble Supreme Court made passing observation that, Air India is not party to Ref. I of 1990. Based on the said observation, single judge of Bombay High Court allowed writ petition of the company holding that as Air India was not party to the reference, there was no need to file Approval Application. Hence the judgement and order passed by NIT in approval application has become infructuous. The workman challenged the said judgement and order before Division Bench. Division Bench directed him to approach Hon'ble Supreme Court and to move appropriate application in aforesaid Vishal Kapoor's case. Workman accordingly preferred the application. However Supreme Court refused to interfere. Therefore appeal of the workman came to be dismissed. Workman approached Hon'ble Supreme Court by filing SLP. The Hon'ble Court directed the Government to refer the industrial dispute and also directed that the reference should be disposed of within a year. Accordingly this reference was sent by Government to this Tribunal.

7. According to the second party the disciplinary action against him was pre-determined in order to victimize him and to dismiss him from service for false reason. The workman has never participated in the strike. The evidence led in the inquiry proceeding is very poor and weak. It has no nexus with the charges levelled against the workman. The inquiry was not held in accordance with the settled principle of law. The workman therefore prays that the action of dismissal of the second party be declared as not legal, proper and justified and the same be set aside. He also prays that the company be directed to pay compensation to him for dismissing him illegally and also prays for direction to the company to pay his unpaid gratuity, PF and all other amount due to him till the date of his superannuation and also seek for direction to grant all the post-retirement benefits as applicable to his grade since the date of his dismissal till the date of superannuation and also prays for cost and compensation.

8. The first party management resisted the statement of claim vide its written statement Ex-15. According to them, the second party workman during the course of his service was promoted as Senior Aircraft Technician, Master Technician, Foreman and Sr. Foreman. It was reported that although the second party workman did not report his duty on February 1, 1996 in pursuance to the demonstrations held on 4th and 5th January, 1996 and hunger strike from 15th January to 18th January 1996 at Old Airport and during working hours, the second party workman entered in the premises

of the first party and instigated other employees who had reported for duty in other areas. He instigated them to join illegal strike sponsored by a group of employees. The second party workman threatened the staffs who were sent from Major Maintenance Division to Line Maintenance Division to meet the exigencies of work. These acts of the workman amount to misconduct under the Model Standing Orders. Therefore he was charge-sheeted vide letter dated 1-2-1996. He was charged for inciting other workers to strike the work and was also charged for riotous or disorderly behaviour at the premises of the establishment or any act subversive of discipline. Show cause notice was issued to him to explain in writing within 48 hours to the said charges. However the workman did not submit any reply within the stipulated period. Therefore the competent authority constituted an inquiry committee and the said action was communicated to the second party. The second party attended the inquiry proceeding. He defended himself. The inquiry committee found him guilty of the charges levelled against him. The committee submitted its report. The competent authority vide its letter dt. 7-3-1996 forwarded copy of the report of the inquiry committee with showcause notice to the workman to explain within 48 hours as to why finding of inquiry committee should not be accepted. Second party addressed a letter dt. 11-3-1996 to the MD with a note stating that same be treated as his reply to the showcause notice.

9. By their letter dt. 14-3-1996, competent authority after considering the report and the explanation of the workman and looking into the grave nature of misconduct of the workman, proposed to impose punishment of dismissal and workman was given 72 hours' time to reply the said notice. He replied the notice vide his letter dt. 17-3-1996. As his reply was not satisfactory, the competent authority dismissed him from service by its order dated 19-3-1996. The order was to take effect from the date of communication. It was communicated on 21-3-1996. The first party also sent a cheque of Rs. 11,014.55 being the wages of one month as required under clause (b) of sub-section (2) of Section 33 of the Industrial Disputes Act equal to his last pay. Simultaneously an approval application was also filed before NIT on 21st March, 1996.

10. The second party challenged the said order in WP no. 600/1996. The Hon'ble High Court set aside the order of the Tribunal and remanded the matter for re-hearing of the inquiry. The inquiry committee re-commenced the proceeding. Second party workman participated in the proceeding. He was represented by Mr. Tomichan as per his choice. The inquiry committee found the second party workman guilty of the charges based on the evidence adduced before the inquiry committee. The competent authority forwarded the copy of report of inquiry and called upon the second party to showcause as to why findings should not be accepted. The second party workman submitted his reply dt. 26-10-1996. As per the stand taken

by the second party. He was served through Director of Engineering, and he was called upon to show cause why the findings should not be accepted. Second party submitted his reply dated 11-11-1996. Competent authority carefully considered the report of the inquiry committee and the submission made by the second party and held the second party guilty of the misconduct for which he was charge-sheeted. Competent authority proposed the punishment of dismissal from services and the second party was served with show cause notice to that effect. The second party submitted his reply dt. 27-11-1996. The competent authority considered all the facts and circumstances. Also considered the submissions and allegations made by the second party workman and by its order dt. 3-12-1996 competent authority dismissed the second party from the services of the company and the same was to take effect from the date of its communication. The order was communicated to the second party on 6-12-1996 with a cheque of Rs. 10,827 being wages of one month as required under section 33(2)(b) of the I.D. Act. According to them, the action of the competent authority is just, legal and proper. The punishment is also proportionate to the proved misconduct. They denied all the allegations made by the second party in his statement of claim and pray that the reference be dismissed with cost.

11. Following are the preliminary issues framed at Ex-16 for my determination. Recording my findings thereon for the reasons to follow:

Sl. No.	Findings	Issues
1.	Whether the inquiry conducted by the management against Mr. Anil R. Joshi is fair and proper?	Yes
2.	If yes, whether the findings of the inquiry officer are perverse?	No
3.	What order?	As per final order.

REASONS

Issues nos. 1 & 2 :—

12. The second party workman in this case has not led any evidence either documentary or oral. He has passed parshis to that effect at Ex-17. He mainly relied upon the earlier decisions in this matter at various levels. He submitted that the National Industrial Tribunal in Approval proceeding held that the inquiry conducted by the inquiry officer was not fair and proper. According to him the said judgment of National Industrial Tribunal and findings therein are still intact and binding, therefore, according to him, the same point need not be re-considered again by this Tribunal. In short, according to him, this Tribunal should follow the decision given by the NIT in Approval Application No. NTB. 91 of 1996 arising out of Ref. NTB. 1 of 1990.

13. As against this, the Ld. Representative of the first party submitted that, while deciding the reference no. NTB 1 of 1990, the National Industrial Tribunal, Mumbai

by its order dt. 6-9-2004 has observed that Air India could not be a party to the reference as the reference was made by Central Government in respect of dispute between Indian Airlines and its employees. Hon'ble National Industrial Tribunal further observed in Part-I award that the award would be binding on Indian Airlines and its employees only. Tribunal found that reference cannot cover any industrial dispute between Air India and its workmen as the order of Central Government is confined to the disputes between Indian Airlines and its workmen. Therefore in the circumstances, the Ld. Representative for the first party submitted that the Approval Application was not at all necessary. The Ld. Adv further pointed out that the first party had challenged the said order of approval in Writ Petition no. 2671 of 2002 wherein Hon'ble Single judge of Bombay High Court in para 9 of the judgment has observed that;

"Consequently on this point the writ petitions shall have to be allowed and the impugned order passed by the National Industrial Tribunal shall have to be set aside. It is needless to say that the respondents would be at liberty to make reference under Section 10(10) of the I.D. Act...."

14. The Ld. Representative further pointed out that this order of single judge was challenged by the second party in Appeal no. 1142/2005 before Division Bench of Hon'ble High Court. After hearing both the parties, Hon'ble Division Bench by its order dated 31-3-2010 dismissed the appeal. Ld. Representative of the first party further submitted that against the order of Division Bench, the second party had approached the Hon'ble Apex Court by filing Special Leave Petition to file appeal bearing no. Civil nos. 16982/2010. The Hon'ble Apex Court dismissed the SLP as not pressed with a direction to Central Government to refer the reference to the Industrial Tribunal for adjudication as to whether dismissal of the second party is legal and justified. The Hon'ble Apex Court has also given direction to this Tribunal to dispose of the matter expeditiously within twelve months from the date of notice to the parties. In short according to the Ld. Representative of the first party the approval application was wrongly filed by them. Hon'ble High Court held that as Air India was not party to the reference no. 1 of 1990. He further pointed out that, Part-I award passed by NIT in the said reference specifically exclude the Air India and its employees. Therefore approval to the termination of services of employee of Air India was not necessary. The Ld. Representative therefore rightly submitted that the findings of NIT in the said Approval Application no. 91/1996 are non-extant. He further submitted that there is clear finding of Hon'ble High Court in Writ Petition no. 2671/2002. He further submitted that the said order in writ petition was confirmed by the Division Bench in appeal no. 1142 of 2005. The said order has reached to its finality as Special Leave Petition before Hon'ble Apex Court was dismissed.

15. The Ld. Representative of the first party further submitted that as approval was not necessary, the decision in such approval application is no decision at all. In support of his argument, he resorted to Apex Court ruling in Pandurang V/s. State of Maharashtra AIR 1987 SC 535.

Where in the Hon'ble Court on the point observed that:

"Even a right decision by a wrong forum is no decision. It is non-existent in the eye of law. And hence nullity."

16. In the light of above discussion it is clear that the decision given by National Industrial Tribunal has become infructuous as Hon'ble High Court held that the approval application was not necessary as Air India was not a party to the earlier Reference no.1 of 1990. In short, the said decision in Approval Application is not in existence in the eye of law. Therefore the same cannot be looked into or taken into account for the purpose of deciding the issue of fairness of inquiry.

17. Though the second party has challenged the fairness and legality of inquiry, he has not pointed out specifically the illegality, in the inquiry proceeding. He has also not led any evidence in that respect. Not even stated on oath how the inquiry officer has violated the principles of natural justice. On the other hand the second party has admitted the documents of inquiry proceedings at Ex-19 (Colly). These documents page nos.1 to 45 each page thereof bears the signature of the second party workman. From these documents it is revealed that, the inquiry committee explained the charges to the second party workman. The second party workman appointed Mr. Tomichan to defend him in the inquiry proceeding and committee accepted him as the defence counsel. The witnesses of management were examined before the inquiry committee in presence of the second party and his defence Mr. Tomichan has cross examined the witnesses. Opportunity was also given to the second party to examine himself and his witnesses. In this respect the Ld. Representative of the first party also submitted that while inquiry proceeding was in progress, the second party moved an appeal to change the inquiry committee. He also took time as his defence counsel was not available. The inquiry committee has given sufficient time and dates were given as per the convenience of second party and his defence representative. Second party workman himself cross examined some of the witnesses and some witnesses were cross examined by his defence counsel. After completion of the inquiry, the second party has raised some objections that, earlier statements of the witnesses were given to the witnesses for reading. However for refreshment of memory, showing such a statements to the witnesses does not make any effect on the merit of the inquiry proceeding. It does not cause any prejudice to the second party. The inquiry committee submitted its report and findings recorded on the basis of evidence on record. Copy

of the report was sent to the second party workman with a show cause notice as to why his services should not be terminated. The second party workman submitted his reply and after considering the inquiry report and reply of the workman, the competent authority has terminated the services of the workman. From the inquiry proceeding Ex-19, it is revealed that each page of the inquiry proceeding is signed by the workman along with the concerned witness and the members of the inquiry committee.

18. The second party workman neither entered in the witness box nor pointed out how the inquiry committee has violated the principles of natural justice. He has also not pointed out why, how and who victimized him. He has also not pointed out how the findings of the inquiry committee are perverse. Even in his pleadings in Statement of claim Ex-6, it is not explained how the principles of natural justice were violated and how the findings are perverse. It is also not explained in the pleadings as to why the inquiry committee and others victimized him. The workman has also not led any evidence in support of his pleadings. He merely relied and referred in the pleadings the various judgments such as award of National Industrial Tribunal, Judgement and orders passed by Hon'ble High Court and of Hon'ble Apex Court. However they are not at all helpful to the workman as discussed hereinabove.

19. In short, it is clear that the chargesheet was served on the workman. He replied the same. Charges were explained to him. He fully took part in the proceeding. He appointed defence counsel of his choice. Defence counsel and he himself cross examined the witnesses of management. He was also given an opportunity to examine himself and to call his witnesses. However he has not examined any witness. The copy of the report and findings with show cause notice were served on the second party. After considering his explanation, the competent authority passed the order of termination and it was served upon the workman. It indicates that the workman was given sufficient opportunity to defend himself. There was no violation of principles of natural justice as has been alleged. The findings of the inquiry committee are based on the evidence on record. Therefore the findings also cannot be called perverse. Thus I decide this issue no.1 in the affirmative and issue no.2 in the negative. Thus I proceed to pass the following order:

ORDER

- (i) The inquiry is held fair and proper.
- (ii) The findings of the inquiry committee are declared not perverse.
- (iii) The parties and their legal representatives to remain present before the Tribunal on 12-4-2012 to argue on the point of punishment or to lead evidence if any.

Date: 29-2-2012

K. B. KATAKIE, Presiding Officer

नई दिल्ली, 18 जुलाई, 2012

क्र.अ.2589.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अग्रम न्यायालय, दिल्ली के पंचाट (संदर्भ संख्या 5/1986) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2012 को प्राप्त हुआ था।

[सं. एल-41011/03/85-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 18th July, 2012

S.O. 2589.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 5/1986) of the Central Government Industrial Tribunal-cum-Labour Court, Delhi as shown in the Annexure, in the Industrial Dispute between the management of Uttar Railway and their workman, received by the Central Government on 17-7-2012.

[No. L-41011/03/85-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING
OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO.1, KARKARDOOMA
COURTS COMPLEX, DELHI**

I.D.No.5/1986

Shri Chander Pal & others.

Through the General Secretary,

Zila Trade Union Council,

C/o Dena Bank, Moradabad,

Uttar Pradesh

...Workman

Versus

The Mess Committee,

Uttar Railway, Training School,

Chandausi, Zila. Moradabad

U.P.

...Managements

AWARD

Moti Ram, Chokhey and Roop Ram were compulsorily retired from service on 31-7-1984. Services of 25 claimants were dispensed with by the Mess Committee on 16-8-1984. A charter of demand was served by Northern Railway Zonal Training Centre Mess Karamchhari Union, Chandosi (in short the Union), which demands were not conceded. A dispute was raised before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal, vide order No. L-41011(3)/85-D-II(B), New Delhi dated 30-11-1985 with following terms:—

“Whether the action of the President, Mess Committee, Uttar Railway Zonal Training School, Chandosi, Muradabad, terminating the services of 25 workmen with effect from 16-8-1984 is justified? If yes, to what relief the workmen are entitled to?”

“Whether the service conditions of all the workers of Mess Committee should be in accordance with the service conditions of railway workers? If yes, to what relief the workmen are entitled to?”

“Whether all the workers of Mess Committee should be on par with industrial workers and given D.A. and bonus. If yes, to what relief the workmen are entitled to?”

“Whether the President, Mess Committee is justified in compulsory retiring Moti Ram, Safaiwalle, Chokhe Safaiwala and Roop Ram Chapatiman from 31st July, 1984. If not, to what relief the workmen are entitled to?”

2. Claim statement was filed on behalf of the claimants pleading that Mess Committee is run in accordance with the provisions of Indian Railway Establishment Manual, on similar grounds as applicable to administration of employees of non-statutory canteen for welfare of railway staff. Railway administration controls management of Mess Committee. Designation of employees of the Mess Committee are cook, server, chapattiman, chakki mistri, cleaner, assistant cook and head cook. Nature of their job are similar to the employees of other statutory and non statutory canteens run by the Indian Railways. Employees of statutory and non statutory canteens are treated as Railway servants in the matter of pay scales, tenure of service, dearness allowance, house rent allowance and other privileges. There were about 80 workmen who used to perform permanent nature of work.

3. Mess Committee had treated them as domestic servants. They have been exploited, adopting policy of higher and fire. Privileges applicable to employees of statutory and non statutory canteens were not accorded to them, plead the claimants. The Union served charter of demands dated 24-7-1984 on the Mess Committee. A deaf ear was put to their demands. On the other hand their harassment started. Threats were extended to the office bearers of the union, as well as its members. As anti labour campaign, the management victimized Chokhey Lal, Roop Ram and Moti Ram by retiring them compulsorily in an illegal and wrongful manner. Secretary of the union served a notice dated 7-8-1984 in that regard. The claimant started agitating against unfair labour practice. The management declared an illegal lock-out. The union protested against the said lock out and in order to frustrate the protest, workers were forced to sign cyclostyled letters of apology. At the same time their services were orally terminated w.e.f. 16-8-1984. particulars of the persons whose services were so dispensed with are given as below:

S. No.	Name	Date of Appointment
1.	Chander Pal	27-8-1965
2.	Kedar Singh	20-3-1973
3.	Chotey Lal	24-7-1972
4.	Meera Singh	13-11-1973
5.	Bankey Lal	14-3-1972
6.	Raghuwar Dayal	6-10-1976
7.	Sukh Pal	1976
8.	Ram Chander	10-10-1970
9.	Leela Dhar	22-5-1972
10.	Raghuveer	20-7-1972
11.	Naubat Ram	1-6-1962
12.	Shabbirval Hassan	23-12-1956
13.	Bhupal Chaudhary	1-1-1962
14.	Dallu	14-3-1972
15.	Amir Singh	26-4-1973
16.	Munna Lal	1-4-1964
17.	Virender Singh	1-4-1964
18.	Trimohan Dutt Tiwari	12-12-1967
19.	Ram Swrup	13-12-1966
20.	Nekesh	22-5-1972
21.	Prasandi	1-5-1979
22.	Jawhar	12-5-1972
23.	Banwari	13-11-1973
24.	Krishna Behari	14-12-1966
25.	Prem Kishore	11-10-1973

4. Claimants submitted their apology letter to the Mess Committee but they were not allowed to resume their duties. Termination of their services is illegal, which amounts to retrenchment. Provisions of Section 25F of the Industrial Disputes Act, 1947 (in short the Act) were not complied with. Neither notice nor wages in lieu thereof and retrenchment compensation was paid to them. Provision of Section 25G of the Act were also not complied with. Now the Mess Committee is taking the work, which was being performed by the claimants, from a contractor. The claimants are entitled to their reinstatement in service.

5. It has been projected that the claimants were industrial workers and as such entitled for dearness allowance and bonus as applicable to railway establishment. Compulsory retirement of Moti Ram, Chokhey and Roop Ram is also illegal. The claimants have not been able to secure alternative jobs despite their best efforts. It has been prayed that reference order should be answered in their favour, by reinstating the claimants in service and granting benefits of D.A and bonus, besides applicability of service conditions as applicable to railway employees.

6. Claim was demurred by the Mess Committee pleading that it is not an industry. Running of mess does

not amount to industrial establishment or undertaking. Mess Committee run the mess for the benefit of trainee officers, who reach the Zonal Training Center from various places for training. Trainee officers may have their food even from outside. In order to make effective control on food, mess on cooperative basis is being run under direct control of the Treasurer and the President of the Mess Committee. Messing arrangements are being made by the trainees themselves through the Mess Committee which comprises of representatives of trainees themselves. Principal and Vice-Principal of the Zonal Training Centre are ex-officio President and Vice President of the Mess Committee. The employees of the Mess Committee are neither railway servants the canteen employees. They are like domestic servants. Expenses of messing are met from allowances of railway trainees which is fixed at Rs. 13- per day per trainee. Mess Committee was arranging food for the trainees with meager resources. The Mess Committee is purely private body which is not getting any aid or subsidy from railways. the claimants are servants of the Mess Committee and they are not at par with the statutory or non statutory canteen employees. Mess Committee is not a canteen. Employees of the Mess Committee cannot be termed as the employees of the railways.

7. Railway Board's decision No. E(LWA) 6184/AD/1-6 dated 21-7-1965 exempts railway schools and railway training schools from the provisions of the Act pleads the Mess Committee. The fact that railways contribute towards the capital investment viz crockery, cutlery, gas, building etc., will not necessarily render mess as railway establishment. Employees of the Mess Committee are appointed by its President and not by the Principal of the Zonal Training Center. Employees of the Mess Committee cannot claim applicability of service rules which are applicable to railway employees. Shri Chokhey, Roop Chand and Moti Ram attained the age of 58 years, hence they were retired. They were not keeping good health and unable to render proper and requisite services to the trainees. Other claimants mis-conducted themselves and action taken by the Mess Committee was justified. Since claimants deprived trainees from food, there was no option for the Mess Committee but to terminate their services. It has been claimed that termination of their services was legal and justified. Since Mess Committee was not an industry, there was no obligation on it to comply with the provisions of the Act. Engagement of a contractor to supply food to the trainees is not a matter of dispute. A claim has been made that claimants are not entitled to the reliefs claimed by them. Their claim statement being devoid of merits, may be discarded.

8. Shri Chander Pal was examined on behalf of the claimants to substantiate their claim. Shri Manmohan Mal Singhvi testified facts on behalf of the Mess Committee. No other witness was examined on behalf of either of the parties.

9. An award was passed by the Tribunal on 30-9-1993 declaring therein that claimants do not become railway employees by any stretch of imagination, since their appointment and conditions were governed wholly and solely by the Mess Committee or the President of the Mess Committee. For sake of convenience, the observations made by the Tribunal are re-produced thus:—

“They have never been recruited Railway Board in accordance with Railway Board Decision. Besides in accordance with the judgment of the Hon'ble Judge (DB) of the Central Administrative Tribunal, Hyderabad, delivered on 12-5-1987 at Hyderabad, it clearly indicates that no funds are contributed or given by the railway administration for running the mess. The fact is that the railway contributed towards capital investment, cutlery, will not necessarily render the mess as railway establishment. The conditions and terms of service and other rules and regulations governing the service conditions of mess domestic servants of Zonal Training School Mess Committee are approved by the managing Committee where in representative of the Managing Committee are trainees only. The conditions of the employment, service are governed purely by these rules. It has given an affidavit and established fact that appointment of the Mess Committee servant is not made by the railway but only by the President Zonal Training School Mess Committee and that none of the rules governing railway employment are applicable to the mess domestic servants. The mess domestic servants posts are not created by the railway nor these are being abolished by the railway. The conditions of service of the post are governed or regulated by the rules framed by the General Body of the Mess Committee. The duties of the Mess Committee servants are only for the benefit of the trainees in their private capacity. Salaries are not paid out of the revenue of railway. The appointment and conditions of service of the mess domestic servants are governed by the Mess Committee only.

“As a result of my discussion above, I am of the opinion that the act of the management is fully justified and the workmen are not entitled to any relief. Parties are left to bear their own costs”.

10. When questioned by way of writ petition before High Court of Delhi the aforesaid award was re-affirmed by the single Judge vide his order dated 2-9-2006. The High Court ruled that the Mess was not an industry. It could be expedient to extract the findings of the single judge, which are reproduced thus:—

“7. An organization in order to qualify as an industry must satisfy the triple test laid down by the Supreme Court in Bangalore Water Supply and Sewerage Board V/s A. Rajappa 1978 (2 SCC 213) viz. (i) systematic activity (ii) co-operation between employer and employee and

(iii) production and distribution of goods and services calculated to satisfy human wants and wishes. It is obvious that the production and distribution of goods and services envisaged by the Supreme Court are thus in which the employer produces or generates for others; if employer produces or generates goods or services with the help of an employee by his own consumption then it cannot be said that the organization or committee is an industry.

8. In the present case Mess Committee had employed members of petitioner to cook food etc. for their own consumption. They had not employed the petitioners to produce goods for services to satisfy the needs of others.

9. I therefore consider that the tribunal rightly held that the respondent was not an industry and I find no force in the Writ Petition. Accordingly the Writ Petition is hereby dismissed”.

11. In letter patent appeal the Division Bench concluded that in spite of laying down correct principles relating to industry, in our view the Ld. Single Judge had erred in holding that the aforesaid test(i) systematic activity, (ii) co-operation between employer and employee, and

(iii) production and distribution of goods and services calculated to satisfy human wants and wishes do not apply to the present case. The Division Bench ruled that it was not a dispute that the members of the petitioner union were employed in the mess to cook and serve food for the trainees. Thus there was definitely a systematic activity of production of food for consumption by the trainees of the Railway Training Center. This obviously involves co-operation between the employer, the mess and the employee i.e. the member of the petition union satisfying 1st and 2nd tests formulated in the judgment of Bangalore Water Supply. Third test relates to production and distribution of goods and services collected to satisfy human wants and wishes. The production of food stuff and distribution thereof obviously satisfies the third test applied in the above judgment. There can be no other basic human want than hunger. The Division Bench concluded that all the 3 tests laid down by the Bangalore Water Supply case being satisfied, the dismissal of the claim and the Writ Petition on the ground of test of “Industry” not having being satisfied, was clearly unsustainable. In view of above findings the letter patent appeal was granted vide judgment dated 15-10-2008.

12. In a special leave petition the Apex Court opted not to interfere with the judgment handed down by the Division Bench. However in its order dated 12-7-2011 the Apex Court left open the question of law and fact including the question whether the petitioner in the petition is an industry to be adjudicated by this tribunal.

13. When matter was so transmitted back to this Tribunal, as detailed above, parties were called upon to advance arguments. Shri B. K. Pal, authorized representative, advanced arguments on behalf of the claimants. Shri Atul

Bhardwaj, authorized representative, assisted by Shri Ashar Hussain and Shri Vikas, Commercial Inspectors, raised submissions on behalf of the Mess Committee. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on the issues involved in the controversy are as follows.

14. Shri Chander Pal swears in his affidavit Ex.WW1/A, tendered as evidence, that he was in regular employment of Mess Committee as Head Cook since 1963. He has been a member of the Mess Canteen Karamchari Union, Chandosi, which union has espoused the present dispute. The Mess Committee has refused to take him and others on duty w.e.f. 25-9-1984. Shri Moti Ram, Chokhey and Roop Ram were compulsorily retired in an illegal manner w.e.f. 31-7-1984. The Mess Committee is an industry, since it is involved in systematic activity carried on by cooperation between the Mess Committee and its employee for production, supply and distribution of food, to meet requirements of railway students, trainees, officials and other employees. The claimants were appointed in various capacities by the Principal of the Training Center, who happens to be an employee of railways. The Principal of the Training Center is their administrative and disciplinary authority. The claimants were issued memos and charge-sheet from time to time by the Principal of the Training Center. The Mess Committee was engaged in operations which were directly connected with main activities of railways. Claimants were being paid by the Mess Committee and due supervision and control was exercised over them by the Principal of the Training Center. They cannot be compared to domestic servants. Claimants marked attendance in the duty register and carried out work assigned to them in terms of their appointment letters. Work performed by them was being checked by the official's of the Training Center including its Principal. The mess is not a voluntary organization. It is not being run by the trainees, but by and under the authority of the Training Centre. They raised demands on the Mess Committee and organized demonstration, relay hunger strikes and strike from 8-8-1984 till 13-8-1984. Against this peaceful agitation the management sealed the mess rooms, kitchens, store room as well as dining hall. They were not allowed to join their duties. A few of them were forced to sign an undertaking and thereafter were allowed to resume duty. Police force was called to terrorize them on 28-8-1984 and notice was displayed containing false facts. Their services were terminated on 16-8-1984. Services of a few of the claimants were terminated on 25-9-1984. During the course of cross examination, he concedes that Mess Warden used to pay their wages, who was office bearer of the Mess Committee.

15. Shri Manmohan Mal Singhvi swears in his affidavit dated 19-1-1990, tendered as evidence, that railway schools and railway training institutions are exempt from the provisions of the Act, vide Railway Board letter No.F.I.W(6580)/AD/I-6 dated 21-7-1965. Industrial

establishment or undertaking means an establishment or an undertaking in which any industry is carried on. Since mess is being run for benefit of trainees, it is not an industry. Messing arrangements are being done by the trainees themselves through Mess Committee. The Principal and Vice Principal are ex-officio President and Vice-President respectively. Servants of the Mess Committee are neither railway servants nor canteen employees. The entire expenditure of messing are met with from the allowances of trainees which is fixed at Rs. 20- per trainee per day to be deducted from their allowances. With this meager resource the Mess Committee was arranging meals for the trainees. Increase in wages and other facilities of the claimants were made from time to time. Mess Committee is purely a private body and not getting any aid or subsidy from the railways. Claimants are not at par with statutory or non statutory canteen employees. Posts of mess workers are not created by railways. Claimants were governed and regulated by rules framed by the Governing Body of the Mess Committee, which is being run on cooperative basis by the trainees. During the course of his cross-examination, he concedes that trainees are railway employees. An agricultural farm, attached to the Zonal Training Center, supplies vegetables and cereals to Mess Committee on payment. Disciplinary authority, in respect of Mess Workers, is President of the Mess Committee. Identity cards Ex.W-33 and W-34 were issued by the Mess Committee.

16. When facts unfolded by Shri Chander Pal and Shri Manmohan Mal Singhvi are appreciated it came to light that both of them concede that the claimants were appointed by the Mess Committee and their wages were being paid, by an office bearer of the Mess Committee. It is also not a matter of dispute that the Mess Committee used to prepare eatables for the trainee officers, undergoing training in the training Center. The canteen being run by the Mess Committee was not open for general public. It was for use and benefits of the hostellers, trainees, officers and other staff of the training Center. One of the prime question, which needs adjudication is whether Mess Committee is a non statutory recognized canteen. As laid by the Apex Court in MMR Khan (1990 Suppl. SSC 191) Railway Establishment Canteens fall into three categories namely :—

(i) Statutory Canteens which are required to be provided compulsorily in view of the provisions of section 46 of the Factories Act, 1948, where the number of employees employed in an industrial establishment exceed 250.

(ii) Non - Statutory Recognized Canteens are run in an establishment, which mayor may not be governed by the Factories Act but admittedly employ 250 or less than 250 but more than 100 employee. These canteens are established with prior approval and recognition of the Railway Board under Railway Establishment Manual, and

(iii) Non - Statutory Non Recognized Canteens are run by an establishment which employ 100 or less than 100 employees and are established without prior approval or the recognition of the Railway Board.

17. In order to consider whether Mess Committee is a statutory canteen, it is expedient to have a glance on the provisions of Section 46 of the Factories Act, 1948, which provisions are extracted thus:-

"46. Canteens -

(1) The State Government may make rules requiring that in any specified factory wherein more than two hundred and fifty workers are ordinarily employed, a canteen or canteens shall be provided and maintained by the occupier for the use of the workers.

(2) Without prejudice to the generality of the foregoing power, such rules may provide for--

(a) the date by which such canteen shall be provided;

(b) the standards in respect of construction, accommodation, furniture and other equipment of the canteen;

(c) the foodstuffs to be served therein and the charges which may be made therefor;

(d) the constitution of a managing committee for the canteen and representation of the workers in the management of the canteen;

(dd) the items of expenditure in the running of the canteen which are not to be taken into account in fixing the cost of foodstuffs and which shall be borne by the employer;

(e) the delegation to the Chief Inspector, subject to such conditions as may be prescribed, of the power to make rules under clause (c).

18. As enacted by the provisions of Section 46 of the Factories Act, a statutory obligation is cast on the occupier of a specified factory to provide for a canteen, when there are more than 250 workers employed in the factory. The statutory obligation cast on the occupier of factory lays emphasis on constitution of a managing committee for the canteen and representation of the workers in its management, which fact makes it clear that while fixing charges for the food stuff a care has to be taken that generally canteen should be run on no profit basis. The canteen, provided under statutory obligation, shall be part and parcel of the main establishment and employees of such statutory canteen shall be employees of the factory. Para 2829 of chapter XXVIII of the Railway Establishment Manual also imposes statutory obligation on railway administration to set up canteens in the establishments, which are covered by the Factories Act and employ more than 250 persons.

19. Whether the Training Centre, where mess was being run by the Mess Committee can be declared as

factory? For answer to the above proposition, the definition of word "factory" is to be taken into account. Word "factory" has been defined in clause (m) of Section 2 of the Factories Act, as follows:-

(m) "factory" means any premises including the precincts thereof—

(i) whereon ten or more workers are working, or were working on any day of the preceding twelve months, and in any part of which a manufacturing process is being carried on with the aid of power, or is ordinarily so carried on, or

(ii) whereon twenty or more workers are working, or were working on any day of the preceding twelve months, and in any part of which a manufacturing process is being carried on without the aid of power, or is ordinarily so carried on,—

but does not include a mine subject to the operation of [the Mines Act, 1952 (35 of 1952)], or a mobile unit belonging to the armed forces of the Union, railway running shed or a hotel, restaurant or eating place.

(Explanation I.—For computing the number of workers for the purposes of this clause all the workers in different groups and relays in a day shall be taken into account;)

(Explanation II.—For the purposes of this clause, the mere fact that an Electronic Data Processing Unit or a Computer Unit is installed in any premises or part thereof, shall not be construed to make it a factory if no manufacturing process is being carried on in such premises or part thereof;)

20. In order to declare any establishment as a factory, apart from number of workmen as mentioned in the definition it is a pre-condition to establish that in such premises or in any part thereof a manufacturing process is being carried out with the aid of power or otherwise. Consequently, definition of words "manufacturing process" also gains importance for declaring any establishment as a factory. Manufacturing process has been defined in clause (k) of Section 2 of Factories Act thus:—

(k) "manufacturing process" means any process for—

(i) making, altering, repairing, ornamenting, finishing, packing, oiling, washing, cleaning, breaking up, demolishing, or otherwise treating or adapting any article or substance with a view to its use, sale, transport, delivery or disposal, or

(ii) pumping oil, water, sewage or any other substance; or

(iii) generating, transforming or transmitting power; or

(iv) composing types for printing, printing by letter press, lithography, photogravure or other similar process or book binding; or

(v) constructing, reconstructing, repairing, refitting, finishing or breaking up ships or vessels; or

(vi) preserving or storing any article in cold storage;

21. In order to show that the Training Centre is a factory, it is incumbent upon the claimants to establish that manufacturing process was going on at the said Training Center, and the said process falls within the ambit of the definition detailed above. The manufacturing process should be connected with the manufacture or production of excisable goods. A process which has nothing to do with the manufacture or production of excisable goods would not bring that establishment within the ambit of a factory. Admittedly the employees of the railway establishment were sent for training to the Training Center. No manufacturing process was going on at the Training Center. The claimants have not been able to project that any manufacturing process or production of excisable goods was going on at the Training Center. Hence, it cannot be said that Training Center was a factory, within the meaning of clause (m) of Section 2 of the Factories Act. In such a situation provision of Section 46 of the Factories Act, 1948 would not apply to the Training Center. It cannot be said that there was a statutory obligation on the railway administration to provide for a canteen at the Training Center, in consonance with the provision in Section 46 of the Factories Act 1948.

22. Whether the Mess Committee was a Non Statutory Recognized Canteen? For an answer it is expedient to know as to how Non Statutory Canteens are recognized by the railways. The Apex Court in M.M.R. Khan (supra) considered paragraphs 2830, 2831 and 2833 of the Railway Establishment Manual and recorded its conclusion as follows:

"..... In the first instance, there is hardly any difference between the statutory canteens and non-statutory recognized canteens. The statutory canteens are established wherever the railway establishments employ more than 250 persons as is mandatory under the provisions of Section 46 of the Act while non-statutory canteens are required to be established under paragraph 2831 of the Railway Establishment Manual where the strength of the staff is 100 or more. In terms of the said paragraph, the non-statutory canteens to be recognized have to be approved of by the Railway Board in advance. Every railway administration seeking to set up such canteens is required to approach the Railway Board for their prior approval/recognition indicating financial implications involved duly vetted by the Financial Advisor and Chief Accounts Officer of the Railway concerned. It is only when the approval is accorded by the Railway Board that the canteen is treated as a recognized non-statutory canteen. By the sanction, the details in regard to the number of staff to be employed

in the canteen, recurring and non-recurring expenditure etc. are regulated. The only material difference between the statutory canteen and non-statutory recognized canteen is that while one is obligatory under the said Act the other is not. However, there is no difference in the management of the two types of canteen as is evident from the provisions of paragraphs 2832 and 2833 which respectively provide for their management. Regarding the incidence of cost to be borne by the Railways again, as far as the Manual is concerned, the only additional obligation cast on the Administration, in the case of the statutory canteens is that in addition to the facilities given to the non-statutory canteens, the Administration has also to meet the statutory obligations in respect of the expenditure for providing and maintaining canteens arising from the said Act and the rules framed thereunder. A perusal of the relevant provisions shows that the said Act and the rules made thereunder do not make demands on the Administration for more expenditure than what is provided for in the Railway Manual for the non-statutory canteens. We have already referred to the service conditions applicable to the employees of the statutory and non-statutory canteens. Besides, while discussing the employees in statutory canteens we have pointed out the relevant provisions of the Administrative Instructions on Department Canteens in Government Officers and Govt. Industrial Establishments. These Instructions are applicable to both statutory and non-statutory recognized canteens. The Instructions do not make any difference between the two so far as their applicability is concerned. In fact these Instructions require that the canteens run by engaging solely part-time daily-wage workers may be converted to departmental canteens (para 1.3). Hence we do not see why any distinction be made between the employees of the two types of canteens so far as their service conditions are concerned. For this very reason, the two notifications of December 11, 1979 and December 23, 1980 (supra) should also be equally applicable to the employees of these canteens. If this is so, then these employees would also be entitled to be treated as railway servants. A classification made between the employees of the two types of canteens would be unreasonable and will have no rational nexus with the purpose of the classification. Surely it cannot be argued that the employees who otherwise do the same work and work under the same conditions and under a similar management have to be treated differently merely because the canteen happens to be run at an establishment which employ 250 or less than 250 members of the staff. The smaller strength of the staff may justify a smaller number of the canteen workers to serve them. But that does not make any difference to the working conditions of such workers".

23. For setting up of non-statutory canteen it is expedient that approval is to be obtained from Railway

Board in advance. When such an approval is accorded by the Railway Board, a non-statutory recognized canteen can be set up. Therefore, it is incumbent upon the claimants to project that before setting the mess/canteen at the Training Centre, Railway Board was approached for prior approval, indicating financial implications involved duly vetted by the Financial Adviser and Chief Accounts Officer. It is also to be established that approval was accorded by the Railway Board to set up mess/canteen at the Training Centre. No such evidence has been brought over the record. Thus it has not been established that the mess/canteen run at the Training Centre, Chandosi, was a non-statutory recognized canteen.

24. Recently policy for setting up of a non-statutory recognized canteen has undergone a change. Letter No. EPW/1995CL-051 dated 19.12.2001 presents policy which is to be followed by the Railway Administration for setting up of non-statutory recognized canteen, contents of the said letter are reproduced herein below:-

"For some time Board had under consideration a few proposals regarding recognition/departamentalization of another recognized canteen functioning in railway establishments which do not have Board's approval though the same was necessary under Chapter (XXII) Section 'F' of Indian Railway Manual Establishment (Volume II) for opening canteens. Most of such canteens are learnt to be operating on cooperative basis, registered as Cooperative Societies. Railway administration are also providing various amenities to such canteens viz accommodation, electricity, water etc., since these canteens are useful for the staff.

(ii) In the changed scenario the railway is now faced with cutting down of non-plan expenditure, specially by way of restricting railway manpower, has been in the major thrust area in the railways plans for the future.

(iii) In view of the changed priorities the Railway Board is deciding not to departamentalize unrecognized canteens in future or to open new departmental canteens.

Therefore no commitment should be entered into in this regard. At the same time Zonal Railway etc. should take adequate care to ensure that their involvement in the unrecognized canteens is restricted to bear minimum expenditure by providing only the essential inescapable amenities if already being provided.

(iv) It is once again reiterated that proposals for setting up of any type of canteens should be referred to Railway Board for their specific approval."

25. Thus, it is evident that for departamentalization of non-statutory canteen approval/recognition of Railway Board is a must. Railways have decided not to departamentalize any non-statutory canteen. The claimants nowhere project that mess being run at the Training Centre, Chandosi, was ever recognized by the Railway

Board. Hence, no evidence is there on the record to show that the mess is a non-statutory recognized canteen. Consequently, I have no hesitation in concluding that mess, being run at the Training Centre, Chandosi, is a non-statutory non-recognized canteen.

26. Whether employees of a non-statutory non-recognized canteen can claim themselves to be employees of the railways? The Apex Court in MMR Khan (supra) has ruled that employees of non-statutory non-recognized canteen are not entitled to the status of railway servant. The observations made by the court is reproduced thus:

"The difference between the non-statutory recognised and non-statutory non-recognised canteen is that these canteens are not started with the approval of the Railway Board as required under paragraph 2831 of the Railway Establishment Manual. Though, they are started in the premises belonging to the Railways they are so started with the permission of the local officers. They are not required to be managed either as per the provisions of the Railway Establishment Manual or the Administrative Instructions (supra). There is no obligation on the Railway Administration to provide them with any facilities including the furniture, utensils, electricity and water. These canteens are further not entitled to nor are they given any subsidies or loans. They are run by private contractors and there is no continuity either of the contractors or the workers engaged by them. More often than not the workers go out with the contractors. There is further no obligation cast even on the local officers to supervise the working of these canteens. No rules whatsoever are applicable to the recruitment of the workers and their service conditions. The canteens are run more or less on ad-hoc basis, the Railway Administration having no control on their working neither is there a record of these canteens or of the contractors who run them who keep on changing, much less of the workers engaged in these canteens. In the circumstances we are of the view that the workers engaged in these canteens are not entitled to claim the status of the railway servants".

27. Whether the claimants could project that despite being a non-statutory non-recognized canteen, the mess was run by the railways? On that count Shri Chander Pal and Shri Ram Kumar unfold that Principal and Vice Principal of the Training Center were the President and Vice President respectively of the Mess Committee. They further highlight that the President of the Mess Committee was empowered to nominate Secretary, Joint Secretary and Treasurer of the Mess Committee. It has been argued on their behalf that the Mess Committee was being run by the Principal of the Training Centre, hence it was an instrumentality of the railways. Their thrust of contention has been that the mess, being run at the Training Centre, was not a voluntary organization. When facts unfolded by these two witnesses

are appreciated, it came to light that mess was being run to provide proper meals to the hostlers, trainees, officers, and staff of the Training Centre, who used to contribute to messing charges out of their daily allowance. Railways does not pay any money either as subsidy or as loan to the Mess Committee. Undoubtedly premises, furniture, utensils, electricity and water were being provided to the Mess Committee by the Training Centre. It was so done to facilitate the hostlers, trainees, officers and staff of the Training Centre, as a welfare measure. That fact would not make the mess as an establishment being run by the railways. The fact that the principal and Vice Principal of the Training Centre are ex-officio, President and Vice President of the Mess Committee would not clothe it with a status of railway establishment. For being an establishment of railways, prior approval of the Railway Board is to be obtained. Principal or Vice Principal of the Training Centre has no power to start an establishment on behalf of railways. Since the mess was started as a welfare measure to facilitate hostlers, trainees, officers and other staff of the Training Centre, it would not fall within the ambit of a non-statutory recognized canteen.

28. The Apex Court in *Ram Singh Thakur* [JT 2011 (8) SC 502] has held that a mess run by trainee officers in railway staff college would not become an instrumentality of the railways. Employees of such a mess have no right for their regularization in the services of railways. Same view has been expressed by the Apex Court in *M.M.R. Khan* (supra). Applying above ratio of law, it cannot be said that mere factum of Principal and Vice Principal, acting as ex-officio President and Vice President of the Mess Committee would convert the mess into an establishment of railways. As held above, no evidence is there over the record that approval of the Railway Board was obtained in advance to run the mess. Till date no steps were taken for getting approval/recognition of the Railway Board for that mess. Consequently, it is clear that the mess, being run at the Training Centre, is not an instrumentality of the railways.

29. When Mess Committee is an organization different than railways, in that situation, question as to whether the Mess Committee is an industry or not, would have no significance. Assuming, for the sake of arguments, that the Mess Committee is an industry, even then the claimants will not get any accolade. If Mess Committee is held to be an industry, the case would not take a different turn for adjudication. In that eventuality the appropriate Government for making a reference of the dispute for adjudication would be the State Government and not the Central Government. This Tribunal would lack jurisdiction to entertain the dispute for adjudication. Resultantly, the question as to whether the Mess Committee is an industry or not, is not addressed to.

30. In view of the reasons detailed above, it is concluded that the mess being a non- statutory non-

recognized canteen is not an instrumentality of railways. Employees of the mess, who are the claimants herein, cannot claim a status of railway employees. Since the claimants are not railway employees, question as to the legality and justifiability of action of terminating their services by the President of the Mess Committee cannot be addressed to for adjudication by this Tribunal, for want of jurisdiction. This Tribunal cannot entertain the claim put forward by the claimants. Their claim deserves dismissal. The same is, accordingly, dismissed and an award is passed in favour of the Mess Committee and against the claimant. It be sent to the appropriate Government for publication.

Dated 4-5-2012

Dr. R.K. Yadav, Presiding Officer

नई दिल्ली, 18 जुलाई, 2012

आ.प्र. 2599.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचकों, कोर्टों तथा न्यायिक उद्देश्यों के सम्बन्ध में संघीय विरोधकों और उनके कार्यकर्ताओं के बीच, अनुसूच में निर्दिष्ट औद्योगिक विवाद में कोर्टों पर सरकार औद्योगिक सम्बन्ध अधिनियम, दिल्ली के संघ (संघ संख्या 26/1949) को प्रभावित करती है, जो कोर्टों पर सरकार को 17-7-2012 को ज्ञात हुआ था।

[सं. एन-41011/34/45—आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 18th July, 2012

S.O. 2599.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/1949) of the Central Government Industrial Tribunal cum Labour Court, Delhi now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Uttar Railway and their workman, received by the Central Government on 17-7-2012.

[No. L-41011/34/45-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE DR. R.K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
NO.1, KARKARDOMA COURTS COMPLEX,
DELHI

L.D.No.26/1949

The Secretary,
Uttar Railway Zonal Training School
Mess Canteen Karamchahi Union,
Ghondausi, Distt. Moradabad,
Uttar Pradesh.

... Workman

Verma
The Principal/President,
Mess Committee,
Zonal Training School,
Northern Railway Ghondausi,
Distt. Moradabad, U.P.

... Managements

AWARD

Northern Railway runs Zonal Training Center (hereinafter referred to as the Training Center) at Chandousi, District Moradabad, U.P. where trainee officers' undergo various courses of training for different durations. The said Training Center provides, hostel facilities for the trainees, including a mess. The mess, so started in the Training Center, caters to the need and requirements of hostellers, trainees, officers and other staff of the Training Center. Mess is being run by Mess Committee, consisting of President, Vice President, Secretary, Joint Secretary, Treasurer and Executive Members. The Principal of the Training Centre is ex-officio President, while Vice Principal is ex-officio Vice President of the Mess Committee, Secretary, Joint Secretary and Treasurer of the Mess Committee are nominated by the President of the Mess Committee from amongst the instructors of the Training Center. The Professors posted at the Training Center, are ex-officio executive members of the Mess Committee. Mess Monitors are elected from amongst the trainees, who attend General Body Meetings and menu meetings of the Mess Committee. They carry out inspection of food and monitor necessary checks in messing regarding quality, preparation and cleanliness of food stuff and mess premises. Mess workers are appointed to prepare food and serve it to the hostellers, trainees, officers and staff of the Training Center. Claimants, who are 38 in number as per annexure appended to the reference order, were working as mess workers. Show cause notice dated 25-9-1984 was served upon them and their services were dispensed with by the Mess Committee. They raised an industrial dispute before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute to the Central Government Industrial Tribunal, Kanpur, for adjudication, vide order No. L-41011/34/85-D2(B) New Delhi dtd. 22-7-1988, with the following terms.

" क्या मैसे समिति क्षेत्रीय प्रशिक्षण विद्यालय उत्तर रेलवे, चन्दौसी के अध्यक्ष 'ए' में लिखित 38 मैसे कर्मचारियों की सेवायें समाप्त करने की कार्यवाही आयोजित है? यदि नहीं तो कर्मकार किस अनुतोश के हकदार हैं?"

2. Exercising its powers under section 33B of the Industrial Disputes Act, 1947 (in short the Act) the appropriate Government transferred the dispute to this Tribunal, vide order No. L-41011/34/85-D-2(B) New Delhi dated nil, which order was received in this Tribunal on 6-4-1985, for disposal.

3. Claim statement was filed on behalf of the claimants pleading that they were canteen employees and railway servants. The Mess Committee carry out systematic activities in co-operation with the workmen concerned for production, supply and distribution of food for trainee railway employees and other railway officials,

hence those activities fall within the ambit of "industry" as defined by the Act. Being employees of the Mess Committee, they fall within the ambit of definition of "workmen" as contained in clause (s) of section 2 of the Act. They cannot be equated to domestic servants, since they have marked their attendance in duty register and worked under supervision of railway officials. Mess, being run at the Training Center, is not a voluntary organization.

4. The claimants project that they were members of the Railway Board Mess Centeen, Karamchari Union, Chandousi, which Union submitted a charter of demand dated 24-7-1984. Since the management refused to meet their demand, they participated in peaceful demonstration on 8th August, 1984, relay hunger strike on 9th and 10th August, 1984 and resorted to action of strike from 13th to 15th August, 1984. There was no violence of any nature. On the other hand the management sealed and locked the mess rooms, kitchen and store etc. in the morning of 13th August, 1984. Their services were terminated by the management thereafter. When they reported for their duties, they were not allowed to resume the same. The management took written apology from a few of the claimants and allowed them to resume their duties. The written apology was in the form of an undertaking to the effect that in future they will not resort to such action. The text of the written apology make it clear that such act on the part of the management was malafide, illegal, unfair and unjustified. The aforesaid union raised an industrial dispute seeking a declaration to the effect that lock-out and termination of their services, besides compulsory retrenchment of five claimants, were illegal and unjustified. During the pendency of the said dispute, the claimants made a joint protest against the act of obtaining written apology by the management. On 26-9-1984 the management assured in writing before the Conciliation Officer, Dheradun, that normal working conditions would be restored and the claimants would be taken on duty. On 27-9-1984 a show-cause notice was served upon them. They made joint protest against the said show-cause notice. Their services were terminated by the management, thereafter. Neither one month's notice nor wages in lieu thereof and retrenchment compensation were given to them. Act of terminating their service is malafide, punitive, wrong, illegal, unfair and unjustified. They are not gainfully employed since the date of termination of their services. They claim that action of termination of their services may be held illegal and they may be reinstated in the services of the management with back wages and consequential benefits.

5. The Mess Committee demurred the claim pleading that railway schools, railway training schools and such other institutions are not industries within the meaning of clause (J) of section 2 of the Act. According to the Mess Committee, the Training Center is not an industrial establishment. Mess, being run by the Mess Committee is for the benefit of trainees who reach there from various stations to attend training for different durations. They contribute their messing charges

out of allowances paid to them by the railways. There is no restriction on a trainee to have his food from outside. However in order to exercise effective control over food mess on cooperative basis is being run under supervision and control of the Trainee Officers. The persons employed by the Mess Committee assist in procurement and preparation of meals for trainees on no profit no loss basis. The employees of the mess are like domestic servants and cannot be termed as "workmen" within the meaning of the definition provided under the Act. They are neither railway servants nor canteen employees. Entire expenditure of messing, including that of meals of Training Officers, are met from the allowance being paid to the trainee officers. The Mess Committee arranges meal for trainee officers by giving them maximum possible facilities and pay wages to mess workers out of its meager resources, contributed by the trainee officer, out of their daily allowances. The Mess Committee is purely a private body which does not receive any aid or subsidy from the railways. The mess worker, being servants of the Mess Committee, are not at par with statutory or non-statutory canteen employees.

6. The Mess Committee projects that the posts of mess workers are neither created by the railways nor their service conditions are regulated by the rules, applicable to the railway employees. The mess workers work for the benefit of trainees in their private capacity, hence it cannot be said that they work in connection with the affairs of the railways. The claimants were engaged to prepare and serve meals to the trainees and not to provide any service to the railways. Their appointment and conditions of service are governed and controlled solely by the Mess Committee. The Mess Committee pleads that these facts pushes them out of the arena of definition of "workmen".

7. The Mess Committee does not dispute in specific words that the claimants participated in peaceful demonstration on 8th August, 1984, relay hunger strike on 9th and 10th August 1984 and resorted to action of strike from 13th to 15th August, 1984. It has been pleaded that on 13th August 1984 the claimants locked the kitchen, store rooms and mess rooms. Since they indulged in indiscipline and misconduct, their services were dispensed with. It has not at all been disputed that written apology was obtained from few of the claimants and they were allowed to resume duties. It is also not a matter of dispute that the claimants were forced to raise an industrial dispute before the Conciliation Officers. A claim has been made that being domestic servants claimants are not entitled to relief of reinstatement. Their claim, being devoid of merits, may be dismissed, pleads the Mess Committee.

8. In rejoinder facts pleaded in the claim statement were reiterated.

9. Without recording any evidence in the matter or clubbing it with the Industrial Dispute No.5/1986, a common award was passed by the Tribunal on 30-7-1993 declaring

therein that claimants never became railway employees by any stretch of imagination, since their appointment and conditions of service were governed wholly and solely by the Mess Committee or the President of the Mess Committee. For sake of convenience, observations made by the Tribunal are re-produced thus:—

"The present claim filed by the employees of the Mess Committee is not based on facts and figures. They do not become railway employees by any stretch of imagination. Their mode of recruitment etc. all lead to this conclusion only.

They have never been recruited by Railway Board in accordance with Railway Board Decision. Besides in accordance with the judgment of the Hon'ble Judge (DB) of the Central Administrative Tribunal, Hyderabad, delivered on 12-5-1987 at Hyderabad. It clearly indicates that no funds are contributed or given by the Railway Administration for running the mess. The fact is that the Railway contributed towards capital investment viz. cutlery, crockery, will not necessarily render the Mess as Railway Establishment. The conditions and terms of service and other rules and regulations governing the service conditions of Mess domestic servants of Zonal Training School Mess Committee are approved by the managing committee, wherein representative of the Managing Committee are trainees only. The conditions of the employment service are governed purely by these rules. It is quite evident and established fact that appointment of the Mess Committee servant is not made by the Railway but only by the President of the Zonal Training School Mess Committee and that none of the rules governing railway employment are applicable to the mess domestic servants. Mess domestic servants posts are not created by the railway nor these are being abolished by the railway. The conditions of service of the post are governed or regulated by the rules framed by the General Body of the Mess Committee. The duties of the Mess Committee servants are only for the benefit of the trainees in their private capacity. Salaries are not paid out of the revenue of the Railway. The appointment and conditions of service of the mess domestic servants are governed by Mess Committee only.

"As a result of my discussion above, I am of the opinion that the act of the management is fully justified and the workmen are not entitled to any relief. Parties are left to bear their own costs".

10. When questioned by way of writ petition before High Court of Delhi, the aforesaid award was re-affirmed by the Single Judge vide his order dated 2-9-2006. The High Court ruled that the Mess was not an industry. It could be expedient to extract the findings of Single Judge, which are reproduced thus:—

"7 - An organization in order to qualify as an industry must satisfy the triple test laid down by the Supreme Court

in *Bangalore Water Supply and Sewerage Board vs. A. Rajappa* [1978 (2) SCC 213] viz. (i) systematic activity, (ii) co-operation between employer and employee, and (iii) production and distribution of goods and services calculated to satisfy human wants and wishes. It is obvious that the production and distribution of goods and services envisaged by the Supreme Court are thus in which the employer produces or generates for others; if employer produces or generates goods or services with the help of an employee for his own consumption then it cannot be said that the organization or committee is an industry."

8. In the present case Mess Committee had employed members of petitioner to cook food etc. for their own consumption. They had not employed the petitioners to produce goods or services to satisfy the needs of others.

9. I therefore consider that the tribunal rightly held that the respondent was not an industry and I find no force in the Writ Petition. Accordingly the Writ Petition is hereby dismissed."

11. In letter patent appeal the Division Bench concluded that in spite of laying down correct principles relating to industry, in our view the Id. Single Judge had erred in holding that the aforesaid tests of (i) systematic activity, (ii) co-operation between employer and employee, and (iii) production and distribution of goods and services calculated to satisfy human wants and wishes do not apply to the present case. The Division Bench ruled that it was not a dispute that the members of the petitioner union were employed in the mess to cook and serve food for the trainees. Thus there was definitely a systematic activity of production of food for consumption by the trainees of the Railway Training Center. This obviously involves co-operation between the employer, the mess and the employee i.e. the member of the petitioner union satisfying first and second tests formulated in the judgment of *Bangalore Water Supply*. Third test relates to production and distribution of goods and services calculated to satisfy human wants and wishes. The production of food stuff and distribution thereof obviously satisfies the third test applied in the above judgment. There can be no other basic human want than hunger. The Division Bench concluded that all the three tests laid down by the *Bangalore Water Supply* on being satisfied, the dismissal of the claim and the Writ Petition on the ground of test of "Industry" not having being satisfied, was clearly unsustainable. In view of above findings the letter patent appeal was granted, vide judgment dated 15-10-2008.

12. In special leave petition, the Apex Court opted not to interfere with the judgment handed down by the Division Bench. However in its order dated 12-7-2011 the Apex Court left open questions of law and fact, including

the question whether the petitioner in the petition is an industry, to be adjudicated by this Tribunal.

13. When matter was so transmitted back, this Tribunal opted to examine the witnesses of respective parties. Shri Chander Pal and Shri Ram Kumar entered the witness box on behalf of the claimants. Though affidavit of Kamlesh Kumar Mishra was tendered as evidence on behalf of the Mess Committee yet he opted not to face ordeal of cross examination. Thus, facts sworn by Kamlesh Kumar Mishra, in his affidavit dated 2-3-2012, cannot be read in evidence since opportunity was not accorded to the claimants to purify facts by ordeal of cross examination. In view of all these facts and circumstances, affidavit of Shri Mishra is hereby discarded from consideration in the case. No other witness was brought forward by any of the parties.

14. Arguments were heard at bar. Shri B.K.Pal, authorized representative, advanced arguments on behalf of the claimants. Shri Atul Bhardwaj, authorized representative, assisted by Shri Ashar Hussain and Shri Vikas, Commercial Inspectors, raised submissions on behalf of the Mess Committee. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows.

15. Shri Chander Pal sewers in his affidavit Ex. WW1/A, tendered as evidence, that he was regular employee of Mess Committee as Head Cook since 1963. He has been a member of the Mess Canteen Karamchari Union, Chandosi, which union has espoused the present dispute. The Mess Committee has refused to take him and others on duty w.e.f. 25-9-1984. Shri Moti Ram, Chokhey and Roop Ram were compulsorily retired in an illegal manner w.e.f. 31-7-1984. The Mess Committee is an industry since it is involved in systematic activity, carried on by cooperation between the Mess Committee and its employee for production, supply and distribution of food to meet requirements of railway students, trainees, officials and other employees. The claimants were appointed in various capacities by the Principal, Training Center, who happens to be an employee of railways. The Principal of the Training Center is their administrative and disciplinary authority. The claimants were issued memos and charge-sheets from time to time by the Principal of the Training Center. The Mess Committee was engaged in operations which were directly connected with main activities of railways. Claimants were being paid by the Mess Committee and due supervision and control were exercised over them by Principal of the Training Center. They cannot be compared to domestic servants. Claimants marked attendance in duty register and carried out work assigned to them in terms of their appointment letters. Work performed by them was being checked by the officials of the Training Center, including its Principal. The mess is not a voluntary organization. It is not being run by the trainees, but by and under the authority of the Training Centre. They

raised demands on the Mess Committee and organized demonstration, relay hunger strikes and strike from 8-8-1984 till 13-8-1984. Against this peaceful agitation, the management sealed mess rooms, kitchens, store room as well as dinning hall. They were not allowed to join their duties. A few of them were forced to sign an undertaking and thereafter were allowed to resume duty. Police force was called to terrorize them. On 28-8-1984 a notice was displayed containing false facts. Their services were terminated on 16-8-1984. Services of a few of the claimants were terminated on 25-9-1984. During the course of cross examination he concedes that Mess Warden used to pay their wages, who was an office bearer of the Mess Committee.

16. In his affidavit Ex. WW2/A, tendered as evidence, Shri Ram Kumar details facsimile facts as mentioned in affidavit Ex. WW1/A. In his cross examination, he concedes that the Mess Warden used to pay his wages, who was an office bearer of the Mess Committee. According to him, Mess Committee used to prepare food items and tea and sell it to trainee employees. However he concedes that an outsider was not allowed to purchase food items from the canteen run by the Mess Committee. He declares that the canteen run by the Mess Committee was not open for public. According to him, the Principal of the Training Center used to constitute Mess Committee. He projects that the trainee officers were never appointed in the Mess Committee.

17. When facts unfolded by Shri Chander Pal and Ram Kumar are appreciated it came to light that both of them concede that they were appointed by the Mess Committee and their wages were being paid, by an office bearer of the Mess Committee. It is also not a matter of dispute that the Mess Committee used to prepare eatables for the trainee officers, undergoing training in the Training Center. The canteen being run by the Mess Committee was not open for general public. It was for use and benefits of the hostellers, trainees, officers and other staff of the Training Center. In view of these admitted facts, one of the prime question, which needs adjudication is whether Mess Committee is a statutory or non-statutory recognized canteen. For an answer to this proposition, law laid by the Apex Court in M.M.R. Khan [1990 (Suppl.) SSC 191] would prove to be a beacon light. As held therein, Railway Establishment Canteens fall into three categories namely:—

(i) Statutory Canteens which are required to be provided compulsorily in view of the provisions of section 46 of the Factories Act 1948, where the number of employees employed in an industrial establishment exceed 250.

(ii) Non-Statutory Recognized Canteens are run in an establishment, which may not be governed by the Factories Act but admittedly employ 250 or less than 250 but more than 100 employees. These canteens are established with prior approval and recognition of the Railway Board under Railway Establishment Manual, and

(iii) Non - Statutory Non Recognized Canteens are run by an establishment which employ 100 or less than 100 employees and are established without prior approval or the recognition of the Railway Board.

18. In order to consider whether Mess Committee is a statutory canteen, it is expedient to have a glance on the provisions of section 46 of the Factories Act, 1948, which provisions are extracted thus:—

"46. Canteens —

(1) The State Government may make rules requiring that in any specified factory wherein more than two hundred and fifty workers are ordinarily employed, a canteen or canteens shall be provided and maintained by the occupier for the use of the workers.

(2) Without prejudice to the generality of the foregoing power, such rules may provide for—

(a) the date by which such canteen shall be provided;

(b) the standards in respect of construction, accommodation, furniture and other equipment of the canteen;

(c) the foodstuffs to be served therein and the charges which may be made therefor;

(d) the constitution of a managing committee for the canteen and representation of the workers in the management of the canteen;

(dd) the items of expenditure in the running of the canteen which are not to be taken into account in fixing the cost of foodstuffs and which shall be borne by the employer;

(e) the delegation to the Chief Inspector, subject to such conditions as may be prescribed, of the power to make rules under clause (c).

19. As enacted by the provisions of Section 46 of the Factories Act, a statutory obligation is cast on the occupier of a specified factory to provide for a canteen, when there are more than 250 workers employed in the factory. The statutory obligation cast on the occupier of factory lays emphasis on constitution of a managing committee for the canteen and representation of the workers in its management, which fact makes it clear that while fixing charges for the food stuff a care has to be taken that generally canteen should be run on no profit basis. The canteen, provided under statutory obligation, shall be part and parcel of the main establishment and employees of such statutory canteen shall be employees of the factory. Para 2829 of Chapter XXVIII of the Railway Establishment Manual also imposes statutory obligation on railway administration to set up canteens in the establishments, which are covered by the Factories Act and employ more than 250 persons.

20. Whether the Training Centre, where mess was being run by the mess committee can be declared as factory? For answer to the above proposition, the definition of word "factory" is to be taken into account. Word

“factory” has been defined in clause (m) of Section 2 of the Factories Act, as follows:—

(m) “factory” means any premises including the precincts thereof—

- (i) whereon ten or more workers are working, or were working on any day of the preceding twelve months, and in any part of which a manufacturing process is being carried on with the aid of power, or is ordinarily so carried on, or
- (ii) whereon twenty or more workers are working, or were working on any day of the preceding twelve months, and in any part of which a manufacturing process is being carried on without the aid of power, or is ordinarily so carried on, but does not include a mine subject to the operation of [the Mines Act, 1952 (35 of 1952)], or [a mobile unit belonging to the armed forces of the Union, railway running shed or a hotel, restaurant or eating place].

[Explanation I.—For computing the number of workers for the purposes of this clause all the workers in different groups and relays in a day shall be taken into account;]

[Explanation II.—For the purposes of this clause, the mere fact that an Electronic Data Processing Unit or a Computer Unit is installed in any premises or part thereof, shall not be construed to make it a factory if no manufacturing process is being carried on in such premises or part thereof;]

21. In order to declare any establishment as a factory, apart from number of workmen as mentioned in the definition, it is a pre-condition to establish that in such premises or in any part thereof a manufacturing process is being carried out with the aid of power or otherwise. Consequently, definition of words “manufacturing process” also gains importance for declaring any establishment as a factory. Manufacturing process has been defined in clause (K) of section 2 of Factories Act thus:—

(k) “manufacturing process” means any process for—

- (i) making, altering, repairing, ornamenting, finishing, packing, oiling, washing, cleaning, breaking up, demolishing, or otherwise treating or adapting any article or substance with a view to its use, sale, transport, delivery or disposal; or
- (ii) pumping oil, water, sewage or any other substance; or
- (iii) generating, transforming or transmitting power; or
- (iv) composing types for printing, printing by letter press, lithography, photogravure or

other similar process or book binding; or

(v) constructing, reconstructing, repairing, refitting, finishing or breaking up ships or vessels; or

(vi) preserving or storing any article in cold storage;

22. In order to show that the Training Centre is a factory, it is incumbent upon the claimants to establish that manufacturing process was going on at the said Training Center, and the said process falls within the ambit of the definition detailed above. The manufacturing process should be connected with the manufacture or production of excisable goods. A process which has nothing to do with the manufacture or production of excisable goods would not bring that establishment within the ambit of a factory. Admittedly the employees of the railway establishment were sent for training to the Training Centre. No manufacturing process was going on at the Training Center. The claimants have not been able to project that any manufacturing process or production of excisable goods was going on at the Training Center. Hence, it cannot be said that Training Center was a factory, within the meaning of clause (m) of Section 2 of the Factories Act. In such a situation provision of Section 46 of the Factories Act, 1948, would not apply to the Training Center. It cannot be said that there was a statutory obligation on the railway administration to provide for a canteen at the Training Center, in consonance with the provision of Section 46 of the Factories Act, 1948.

23. Whether the Mess Committee was a Non Statutory Recognized Canteen? For an answer it is expedient to know as to how Non -Statutory Canteens are recognized by the railways. The Apex Court in M.M.R. Khan (supra) considered paragraphs 2830, 2831 and 2833 of the Railway Establishment Manual and recorded its conclusion as follows:

“..... In the first instance, there is hardly any difference between the statutory canteens and non-statutory recognized canteens. The statutory canteens are established wherever the railway establishments employ more than 250 persons as is mandatory under the provisions of Section 46 of the Act while non-statutory canteens are required to be established under paragraph 2831 of the Railway Establishment Manual where the strength of the staff is 100 or more. In terms of the said paragraph, the non-statutory canteens to be recognized have to be approved of by the Railway Board in advance. Every railway administration seeking to set up such canteens is required to approach the Railway Board for their prior approval/recognition indicating financial implications involved duly vetted by the Financial Advisor and Chief Accounts Officer of the Railway concerned. It is only when the approval is accorded by the Railway Board that the canteen is treated as a recognized non-statutory canteen. By the sanction, the details in regard to the number of staff to be employed in the canteen, recurring and non-recurring expenditure etc. are regulated. The only material difference between the statutory canteen and non-statutory recognized canteen is that while one is obligatory

under the said Act the other is not. However, there is no difference in the management of the two types of canteen as is evident from the provisions of paragraphs 2832 and 2833 which respectively provide for their management. Regarding the incidence of cost to be borne by the Railways again, as far as the Manual is concerned, the only additional obligation cast on the Administration, in the case of the statutory canteens is that in addition to the facilities given to the non-statutory canteens, the Administration has also to meet the statutory obligations in respect of the expenditure for providing and maintaining canteens arising from the said Act and the rules framed thereunder. A perusal of the relevant provisions shows that the said Act and the rules made thereunder do not make demands on the Administration for more expenditure than what is provided for in the Railway Manual for the non-statutory canteens. We have already referred to the service conditions applicable to the employees of the statutory and non-statutory canteens. Besides, while discussing the employees in statutory canteens we have pointed out the relevant provisions of the Administrative Instructions on Department Canteens in Government Officers and Govt. Industrial Establishments. These Instructions are applicable to both statutory and non-statutory recognized canteens. The Instructions do not make any difference between the two so far as their applicability is concerned. In fact these Instructions require that the canteens run by engaging solely part-time daily-wage workers may be converted to departmental canteens (para 1.3). Hence we do not see why any distinction be made between the employees of the two types of canteens so far as their service conditions are concerned. For this very reason, the two notifications of December 11, 1979 and December 23, 1980 (supra) should also be equally applicable to the employees of these canteens. If this is so, then these employees would also be entitled to be treated as railway servants. A classification made between the employees of the two types of canteens would be unreasonable and will have no rational nexus with the purpose of the classification. Surely it cannot be argued that the employees who otherwise do the same work and work under the same conditions and under a similar management have to be treated differently merely because the canteen happens to be run at an establishment which employ 250 or less than 250 members of the staff. The smaller strength of the staff may justify a smaller number of the canteen workers to serve them. But that does not make any difference to the working conditions of such workers".

24. For setting up of non-statutory canteen it is expedient that approval is to be obtained from Railway Board in advance. When such an approval is accorded by the Railway Board, a non-statutory recognized canteen can be set up. Therefore, it is incumbent upon the claimants to project that before setting the mess/canteen at the Training Centre, Railway Board was approached

for prior approval, indicating financial implications involved duly vetted by the Financial Advisor and Chief Accounts Officer. It is also to be established that approval was accorded by the Railway Board to set up mess/canteen at the Training Centre. No such evidence has been brought over the record. Thus it has not been established that the mess/canteen run at the Training Centre, Chandosi, was a non-statutory recognized canteen.

25. Recently policy for setting up of a non-statutory recognized canteen has undergone a change. Letter No.E(W)1996/CL-1/31 dated 19-12-2001 presents policy which is to be followed by the Railway Administration for setting up of non-statutory recognized canteen, contents of the said letter are reproduced here in below:—

"For some time Board had under consideration a few proposals regarding recognition/departmentalization of another recognized canteen functioning railway establishments which do not have Board's approval though the same was necessary under Chapter (XXII) Section 'F' of Indian Railway Manual Establishment (Volume II) for opening canteens. Most of such canteens are learnt to be operating on cooperative basis, registered as Cooperative Societies. Railway administration are also providing various amenities to such canteens viz accommodation, electricity, water etc., since these canteens are useful for the staff.

(ii) In the changed scenario the railway is now faced with cutting down of non plan expenditure, specially by way of restricting railway man power has been in the major thrust area in the railways plans for the future.

(iii) In view of the changed priorities the Railway Board is deciding not to departmentalize unrecognized canteens in future or to open new departmental canteens. Therefore no commitment should be entered into in this regard. At the same time Zonal Railway etc. should take adequate care to ensure that their involvement in the unrecognized canteens is restricted to bear minimum expenditure by providing only the essential inescapable amenities if already being provided.

(iv) It is once again reiterated that proposals for setting up of any type of canteens should be referred to Railway Board for their specific approval."

26. Thus, it is evident that for departmentalization of non statutory canteen approval/recognition of Railway Board is a must. Railways have decided not to departmentalize any non statutory canteen. The claimants nowhere project that the mess, being run at the Training Center, Chandosi, was ever recognized by the Railway Board. Hence, no evidence is there on the record to show that the mess is a non statutory recognized canteen. Consequently, I have no hesitation in concluding that mess, being run at the Training Centre, Chandosi, is a non-statutory non-recognized canteen.

27. Whether employees of a non-statutory non recognized canteen can claim themselves to be employees of the railways? The Apex Court in MMR Khan (supra) has ruled that employees of non-statutory non-recognized canteen are not entitled to the status of railway servant. The observations made by the court is reproduced thus:

"The difference between the non-statutory recognised and non-statutory non-recognised canteen is that these canteens are not started with the approval of the Railway Board as required under paragraph 2831 of the Railway Establishment Manual. Though, they are started in the premises belonging to the Railways they are so started with the permission of the local officers. They are not required to be managed either as per the provisions of the Railway Establishment Manual or the Administrative Instructions (supra). There is no obligation on the Railway Administration to provide them with any facilities including the furniture, utensils, electricity and water. These canteens are further not entitled to nor are they given any subsidies or loans. They are run by private contractors and there is no continuity either of the contractors or the workers engaged by them. More often than not the workers go out with the contractors. There is further no obligation cast even on the local officers to supervise the working of these canteens. No rules whatsoever are applicable to the recruitment of the workers and their service conditions. The canteens are run more or less on ad-hoc basis the Railway Administration having no control on their working neither in their record of these canteens or of the contractors who run them who keep on changing, much less of the workers engaged in these canteens. In the circumstances we are of the view that the workers engaged in these canteens are not entitled to claim the status of the railway servants".

28. Whether the claimants could project that despite being a non-statutory non-recognized canteen, the mess was run by the railways? On that count Shri Chander Pal and Shri Ram Kumar unfold that Principal and Vice Principal of the Training Centre were the President and Vice President respectively of the Mess Committee. They further highlight that the President of the Mess Committee was empowered to nominate Secretary, Joint Secretary and Treasurer of the Mess Committee. It has been argued on their behalf that the Mess Committee was being run by the Principal of the Training Centre, hence it was an instrumentality of the railways. Their thrust of contention has been that the mess, being run at the Training Centre, was not a voluntary organization. When facts unfolded by these two witnesses are appreciated, it came to light that mess was being run to provide proper meals to the hostlers, trainees, officers, and staff of the Training Centre, who used to contribute to messing charges out of their daily allowance. Railways does not pay any money either as subsidy or as loan to the Mess Committee. Undoubtedly premises, furniture, utensils, electricity and water were being provided to the Mess Committee by the Training Centre. It was so done to facilitate the hostlers, trainees, officers and staff of the Training Centre, as a welfare measure. That fact would not make the mess as an establishment being run by the railways. The fact that

the Principal and Vice Principal of the Training Centre are ex-officio, President and Vice President of the Mess Committee would not clothe it with a status of railway establishment. For being an establishment of railways, prior approval of the Railway Board is to be obtained. Principal or Vice Principal of the Training Centre has no power to start an establishment on behalf of railways. Since the mess was started as a welfare measure to facilitate hostlers, trainees, officers and other staff of the Training Centre, it would not fall within the ambit of a non-statutory recognized canteen.

29. The Apex Court in Ram Singh Thakur [JT 2011 (8) SC 502] has held that a mess run by trainee officers in railway staff college would not become an instrumentality of the railways. Employees of such a mess have no right for their regularization in the services of railways. Same view has been expressed by the Apex Court in M.M.R. Khan (supra). Applying above ratio of law, it cannot be said that mere factum of Principal and Vice Principal, acting as ex-officio President and Vice President of the Mess Committee would convert the mess in to an establishment of railways. As held above, no evidence is there over the record that approval of the Railway Board was obtained in advance to run the mess. Till date no steps were taken for getting approval/recognition of the Railway Board for that mess. Consequently, it is clear that the mess, being run at the Training Centre is not an instrumentality of the railways.

30. When Mess Committee is an organization different than railways, in that situation, question as to whether the Mess Committee is an industry or not, would have no significance. Assuming, for the sake of arguments, that the Mess Committee is an industry, even than the claimants will not get any accolade. If Mess Committee is held to be an industry, the case would not take a different turn for adjudication. In that eventuality the appropriate Government for making a reference of the dispute for adjudication would be the State Government and not the Central Government. This Tribunal would lack jurisdiction to entertain the dispute for adjudication. Resultantly, the question as to whether the Mess Committee is an industry or not, is not addressed to.

31. In view of the reasons detailed above, it is concluded that the mess being a non-statutory non-recognized canteen is not an instrumentality of railways. Employees of the mess, who are the claimants herein, cannot claim a status of railway employees. Since the claimants are not railway employees, question as to the legality and justifiability of action of terminating their services by the President of the Mess Committee cannot be addressed to for adjudication by this Tribunal, for want of jurisdiction. This Tribunal cannot entertain the claim put forward by the claimants. Their claim deserves dismissal. The same is, accordingly, dismissed and an award is passed in favour of the Mess Committee and against the claimant. It be sent to the appropriate Government for publication.

Dated: 4-5-2012

Dr. R.K. YADAV, Presiding Officer

नई दिल्ली, 19 जुलाई, 2012

का.अ. 2591.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधन के संबंध निचोचकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचद (संघर्ष संख्या 218/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-7-2012 को प्राप्त हुआ था।

[सं. एल-22012/303/1996-आई आर (सी-II)]

बी. एम. पटनायक, अनुपाय अधिकारी

New Delhi, the 19th July, 2012

S.O. 2591.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 218/97) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 19-7-2012.

[No. L-22012/303/1996-IR (C-II)]

B. M. PATNAIK, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CG IT/LC/R/218/97

Presiding Officer, Shri Mohd. Shakir Hasan

The Secretary,
Rashtriya Colliery Workers Federation,
Post Kotma Colliery,
Distt. Shahdol (MP)

... Workman

Vs

Sub Area Manager,
Kotma R.O of SECL,
Post Kotma Colliery,
Distt. Shahdol (MP)

... Management

AWARD

Passed on this 27th day of June 2012

The Government of India, Ministry of Labour vide its Notification No. L-22012/303/96-IR (C-II) dated 24-7-97 has referred the following dispute for adjudication by this tribunal:-

"Whether the action of the management of Kotma R.O of SECL Jamuna and Kotma Area in deleting the names of S/Shri Ramakant, T. No. 507, K. P. Shukla, T. No. 1649, R. K. Jain, T. No. 1647, Mohd.

Muslim, T.No. 437 and Indrabhan Tawari, T.No. 439 (whose names were included in the promotion order dated 14-6-94) from the revised promotion order dated 21-9-95 is legal and justified. If not, to what relief are the workmen entitled and which date?"

2. The case of the Union/workmen in short is that 32 employees including the workmen named in the reference order were promoted vide order dated 14-6-94 after the recommendation of the Departmental Promotion Committee (in short DPC). The said promotion order was kept in abeyance vide order dated 22-6-94 for the reasons best known to the management. It is stated that except the workmen named in the reference case other employees were promoted vide order dated 21-9-95. These workmen in reference were victimized in arbitrary and illegal manner. The promotion orders of these workmen were issued on 14-6-94 after getting approval of sanctioned post. These workmen were found fit for promotion by the DPC. The action of the management of Kotma colliery of Jamuna and Kotma area of SECL in not promoting these workmen is illegal, unjustified and arbitrary. It is submitted that the management be directed to promote these workmen as per order dated 14-6-94 w.e.f. 1-1-94.

3. The management appeared and filed Written Statement in the case. The case of the management, inter alia, is that admittedly a promotion order dated 14-6-94 was passed in which the names of the workmen in reference were also included. The said order was stayed by Kotma colliery management. Vide order dated 21/22-6-94. It is stated that there was some defect in the recommendation of the DPC and as such the promotion order was stayed. After removing the defect of the DPC, the employees were promoted vide order dated 21-9-95 on the basis of availability of posts which was legal and in accordance with rules. It is submitted that the reference be answered in favour of the management.

4. During the course of proceeding of reference case, the Union through Joint General Secretary (C), Rashtriya colliery workers Federation filed an application dated 8-4-2012 stating therein that the workmen in dispute have already been promoted on the posts claimed by them and there is no dispute in existence. It is submitted that accordingly the case be closed. The management representative, Shri P. Mohanti, Personnel Manager, Kotma has also acknowledged the facts of the Union. This shows that dispute is resolved between them and now there is no dispute in existence. Accordingly the reference is answered.

5. In the result, no dispute award is passed without any order to costs.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 19 जुलाई, 2012

का.आ. 2592.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 188/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-7-2012 को प्राप्त हुआ था।

[सं. एल-22012/245/1995-आई आर (सी-II)]

बी. एम. पटनायक, अनुभाग अधिकारी

New Delhi, the 19th July, 2012

S.O. 2592.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 188/95) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 19-7-2012.

[No. L-22012/245/1995-IR (C-II)]

B. M. PATNAIK, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/188/95

Presiding Officer: Shri Mohd. Shakir Hasan

Shri Garib Narayan Sharma,
Ex. Pump Operator, Category VI,
SECL Banki Colliery, Gajra Basti,
Near High School,
Post-Banki Mongra,
Bilaspur

Workman

Vs

Deputy General Manager,
SECL, Banki Colliery,
Post Banki Mongra,
Distt. Bilaspur

Management

AWARD

Passed on this 26th day of June 2012

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/245/95/IR(C-II) dated 31-10-95 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the management of SECL, Banki Colliery, Bilaspur in not changing the date of

birth as 1-1-1933 and date of first joining as 10-2-67 respectively recorded in the service records of Shri Garib Narayan Sharma, Ex. Pump Operator is justified? If not, to what relief the workman is entitled?”

2. The case of the workman, in short, is that he was appointed in Surakachar colliery on 19-7-65 where his service record and all statutory record were prepared. He was transferred from Surakachar Colliery to Banki colliery on 20-1-1969. He is literate and had passed Class IVth. It is stated that on the basis of educational qualification and transfer certificate, his date of birth was recorded in the service record and Form B and other statutory records at Surakachar Colliery as 6-11-1938. It is stated that on 24-6-87 the copy of service excerpt was supplied to him wherein the date of birth was wrongly mentioned as 1-1-1933. He protested that his date of appointment should be 19-7-65 and date of birth should be 6-11-1938. It is stated that the age determination committee and apex medical board had not performed their statutory duty and without cogent reason declared the date of birth as 1-1-1933. It is stated that dispute regarding date of birth in the coalfields are to be solved according to the statutory procedure known as Implementation Instruction No. 76 (in short I.I.No.76). He was a trade Union leader as such the management was annoyed and was revengeful towards the workman. It is submitted that the reference be answered in favour of the workman.

3. The management appeared and filed written statement. The case of the management, inter alia, is that the workman was appointed on 10-2-67 at Surakachar Colliery. Subsequently it is stated that he was appointed at Banki Colliery on 10-2-67. He had declared his date of birth as 1-1-1933 which was entered in Form B register over which he had signed. The Banki Colliery was owned by National Coal Development Corporation Ltd. (in short NCDC Ltd) a Govt. of India company. In the service record maintained by the NCDC of the workman, the date of birth was recorded as 1-1-1933 and date of appointment was recorded as 10-2-1967 which was accepted by him by putting his signature on those records. The management issued service excerpt giving all particulars of the workman and invited objection, if any. The workman raised objection for the first time about his date of birth and date of appointment. His case was referred to the Age Determination Committee (in short ADC). The workman was given opportunity to represent his case. The ADC decided the age of the workman and communicated the order dated 25-11-89 that his date of birth was rightly recorded in the office record. The workman again represented his case which was referred to Apex Medical Board. The Apex Medical Board also confirmed the date of birth as correct and communicated vide letter dated 20-11-92. The workman relied upon a so called school

leaving certificate which appears to be not applicable in view of I.I. No. 76. It is stated that the alleged certificate was not at all genuine and the same was not produced before the ADC. It is submitted that the action of the management in retiring the workman taking into account his date of birth as 1-1-1933 is legal, proper and justified.

4. On the basis of the pleadings of the parties, the following issues are for adjudication-

- I. Whether the date of first joining of the workman recorded in the service record is correct ?
- II. Whether the action of the management in not changing the date of birth recorded in service record as 1-1-1933 is justified?
- III. To what relief the workman is entitled?

5. Issue No. I

According to the workman, he was initially appointed at Surakachar colliery on 19-7-65 whereas the management says that he was appointed on and from 10-2-67 at Surakachar colliery. Subsequently it is stated that at the time of appointment of the workman on 10-2-67 at Banki colliery he had declared his date of birth as 1-1-1933. This shows that there are two cases of the management that on 10-2-67 he was appointed at Surakachar colliery and also at Banki colliery which is humanely not possible. Now let us examine the evidence adduced by the parties. The workman Shri Garib Narayan Sharma has supported his case in his evidence. He has stated that he was appointed on 19-7-65 at Surakachar colliery of NCDC. He has stated that he had not received any paper at the time of appointment. There is no such case of any party that appointment letter was issued. He has stated in examination-in-chief that his service record was prepared at Surakachar colliery and he worked till 16-1-1969 thereafter he was transferred to Banki colliery. In support of his case, the workman has filed office order dated 17-1-1969 which is marked as Exhibit W/1. This office order dated 17-1-1969 appears to have been issued by the Deputy Superintendent of collieries, Surakachar of NCDC whereby the workman Garib Narayan was transferred to Banki colliery. This is filed to show that the first joining of the workman was not at Banki colliery. This document shows that he was initially appointed at Surakachar colliery. There is no case of the management that as to when he was appointed at Surakachar when he was alleged to have been appointed at Banki colliery on 10-2-67. There is only a case of the workman that he was initially appointed at Surakachar on 19-7-1965. Moreover there is no third story of the date of initial appointment of the workman and the same cannot be accepted as has not been pleaded by either of the parties. Thus it is clear that from the office order dated 17-1-1969 (Exhibit W/1) it is established that he was appointed at Surakachar colliery and from there he

was transferred to Banki colliery and Banki colliery was not the place of his first appointment. The only story of initial appointment is on 19-7-1965 at Surakachar colliery of the workman which is acceptable.

6. On the other hand, the management has also adduced evidence. The management witness Shri Surya Prakash Patnaik was Personnel Manager of Banki colliery. He has stated at para-22 that he was appointed at Banki and Surakachar Project. He has admitted the office order dated 17-1-1969 which is marked as Exhibit W/1. The said office order shows that the workman was transferred from Surakachar Colliery to Banki Colliery. The evidence of this witness clearly shows that the management had no definite case as to whether he was initially appointed at Surakachar or Banki colliery. His evidence is not reliable on the point of initial appointment.

7. Another management witness Dr. Y. S. Parihar was working as Chief Medical Officer in SECL. He is not on the point of initial appointment of the workman. The management has filed the original service records but has not filed even a chit of paper to show that he was ever appointed at Surakachar colliery and when. Though these original records are not denied by the workman. The Service Register of the workman shows that he was initially appointed on 10-2-67 at Banki Colliery of NCDC. This Service Register is contradictory to Exhibit W/1 whereby the workman was transferred from Surakachar colliery to Banki colliery. This fact clearly shows that this service record is not sufficient to prove that the workman was initially appointed on 10-2-67 at Banki colliery. The management has failed to file any document including Form B of Surakachar Colliery to show the date of appointment of the workman as it is established that he was initially worked at Surakachar colliery and from there he was transferred to Banki colliery. The only definite case of the workman is that he was appointed on 19-7-65 at Surakachar colliery is to be acceptable. Thus this issue is decided in favour of the workman and against the management.

8. Issue No. II

Another question for determination is as to whether the date of birth of workman is 1-1-1933 or 6-11-1938? According to the workman, his date of birth was recorded in the Service record and Form B and other statutory record at Surakachar colliery as 6-11-1938 and he raised dispute when service excerpt was supplied on 24-6-87 whereas according to management, the date of birth recorded in Banki colliery of the then NCDC in statutory service record and Form B is 1-1-1933. The workman admittedly raised dispute on supply of service excerpt. The ADC thereafter Apex Medical Board decided the same age i.e. 1-1-1933 of the workman.

9. Now the evidence adduced by the parties are to be examined in the case. The workman Shri Garib Narayan

Sharma has stated that his date of birth is 6-11-1938 and the same was recorded in the records of Surakachar colliery at the time of initial appointment. He has also stated that he raised dispute on supply of service excerpt but the Medical Board had told him to produce document and had not medically examined to determine the age. In cross-examination, he has stated that he had not produced any document at the time of initial appointment as it was not demanded. He has further stated that he is Class IVth pass and when he left the school, he got transfer certificate. The workman has filed a photocopy of the Transfer Certificate. The said certificate shows that it was issued on 5-1-88 whereas he left the school on 31-12-1950. This shows that this is not the said transfer certificate which was issued in 1950. Moreover the Transfer Certificate is not tenable in view of I.I.No. 76 as the pass certificate or admit cards issued by the Board of Education and/or Department of Public Instruction prior to the date of employment are only admissible for determining the date of birth of any employee of the company. The workman has not filed any document in support of age which was issued by Surakachar colliery at the time of initial appointment.

10. Admittedly the management has not produced any document of Surakachar colliery where the workman appears to have been initially appointed and from there he was transferred to Banki colliery. Admittedly the management had invited objection on dispute of date of birth by supplying service excerpts to the workers and the workman Shri Garib Narayan Sharma raised dispute of his age. Admittedly his dispute was referred to ADC who after considering the records decided not to change the date of birth. Admittedly the workman again raised dispute by filing representation and the same was referred to Apex Medical Board who also confirmed the same date of birth i.e. 1-1-1933.

11. The management witness Shri Surya Prakash Pathaik has supported the case of the management. He has stated that as per Service Book as well as Form-B register the date of birth of the workman is 1-1-1933 maintained at Banki colliery and the same was accepted by the workman by putting his signature. It is established that he was initially appointed at Surakachar colliery. Thus it is not an initial document prepared at the time of appointment by the management. He has further stated that on representation his case was referred to the Apex Medical Board and the Apex Medical Board confirmed the date of birth of the workman as 1-1-1933. This witness has been cross-examined at length but there is nothing to disbelieve this witness. His evidence establishes that the workman raised dispute of his age and his age was determined by the Apex Medical Board as 1-1-1933.

12. Another Management witness is Dr. Y. S. Parihar who was Chief Medical Officer in SECL. He was one of

the member of Apex Medical Board constituted on 11-9-92 for determination of age of the workman. He has stated that for determination of age, the workman was examined clinically. Photocopy of the report of the Board is filed. He has further stated that X-ray of the workman was taken. Eye and teeth were also examined for preparing the medical report and report was prepared. The photocopy of the Medical report shows that the Apex Medical Board had confirmed the age recorded in Form-B as 1-1-1933. The workman has also admitted in his evidence that he had once appeared before Medical Board. It is clear that there is no reason to disbelieve the age determined by the Apex Medical Board as 1-1-1933 when there was a dispute in recording the correct age in the statutory records. I find that there is no other reliable evidence to rebut the evidence of the Apex Medical Expert who had determined the age as 1-1-1933. Thus this issue is decided against the workman and in favour of the management.

13. Issue No. III

On the basis of the discussion made above, it is clear that the action of the management in not changing the date of birth recorded in the service record as 1-1-1933 is justified because the age was also determined by the ADC as well as by the Apex Medical Board. However the management was not justified in coming to the finding that the workman was initially appointed on 10-2-67 at Banki colliery in accordance with the records of the management. Specially from Exhibit W/1 office order dated 17-1-1969 it is conclusively proved that the workman was also working at Surakachar colliery and from there he was transferred to Banki colliery and the only case of the workman about his joining on 19-7-65 at Surakachar colliery is established. Thus the management is directed to calculate his length of the service for all retirement benefits from 19-7-65 instead of 10-2-67 and pass order and pay the differences, if any within two months from the date of award. Accordingly the reference is answered.

14. In the result, the award is passed without any order to costs.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 19 जुलाई, 2012

क्र.आ. 2593.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 19/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-7-2012 को प्राप्त हुआ था।

[सं. एल-22012/566/1995 आई आर (सी-11)]

बी. एम. पटनायक, अनुभाग अधिकारी

New Delhi, the 19th July, 2012

S.O. 2593.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of MCL and their workman, which was received by the Central Government on 19-7-2012.

[No. L-22012/566/1995-IR (C-II)]

B. M. PATNAIK, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present :

Shri J. Srivastava,
Presiding Officer,
C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE No. 19/2001

Date of Passing Award - 5th July, 2012

Between :

The General Manager,
Ib Valley Area, MCL,
Po. Brajrajnagar,
Dist. Jharsuguda. ... 1st Party-Management

(And)

Their workman Sri Bidyanand,
Badhai, Village Barapalli,
Po. Charpali, Barapali,
Dist. Jharsuguda. ... 2nd Party-Workman.

APPEARANCES:

M/s. G.K. Satpathy, ... For the 1st Party
Advocate. Management.

M/s. S. Hota, ... For the 2nd Party-
Advocate. Workman.

AWARD

The Government of India in the Ministry of Labour has referred an industrial dispute existing between the employers in relation to the management of MCL and their workman vide their letter No. L- 22012/566/95-IR (C-II), dated 26-9-1996 in respect of the matter specified herein below :—

“Whether the action of the management of Ib Valley Area of Mahanadi Coalfields Ltd., Dist. Jharsuguda, Orissa in terminating the services of Sh. Bidyanand Badhai w.e.f. 6-11-84 is lawful and justified? If not, what relief the workman concerned is entitled to?”

2. The 2nd Party-workman in pursuance of the order of the reference filed his statement of claim alleging that he was an I.T.I. student and was allowed to work under the 1st party-Management as an apprentice on agreement. He completed his apprenticeship in Orient workshop Brajarajnagar Coal Field on 3-6-1984. Having regard to his good performance he was appointed as Time Rated Category-I General Mazdoor by letter No. 21089 dated 9-8-1984. He reported for duty on 14-8-1984 to the Project Officer, BOCM. Even though he was performing his duty honestly, sincerely and efficiently to the entire satisfaction of the authorities the Project Officer hatched a plan to remove him from his service and in furtherance of his evil design he concocted a false case of theft against the 2nd Party-workman and lodged an FIR alleging theft of Alternator from Dumper bearing No. 1767, on the basis of which the police registered G.R. Case No. 682/84 under Section 379/411 I.P.C. and arrested him. Latter on he was released on bail. The Project Officer simultaneously informed the higher authorities who without conducting an enquiry terminated his service by letter No. 3398, dated 2-11-1994 on the ground that his performance and conduct during probation period was not satisfactory. But no prior notice was given to him to explain his performance and conduct being unsatisfactory nor he was given any chance to improve his performance and conduct at any time prior to termination of his services. It is crystal clear that the service of the 2nd Party-workman was terminated because of allegation of theft and not on account of unsatisfactory performance and conduct. A stigma was cast on the 2nd Party-workman indirectly because of allegation of theft. So before terminating his services a duty was cast on the Management to call for his explanation but, nothing of any sort having been done by the Management the termination order becomes illegal and unjustified, particularly when the allegation of theft was found to be false and he was acquitted of the charge by the Court on 8-9-1992. After waiting for expiry of limitation period of appeal against the order of acquittal he approached the General Manager, IB Valley Area on 5-1-1993 for his reinstatement in service. Having no response, he sent registered letters on 19-5-1994 and 27-6-1995. But having failed to get any response from the General Manager he approached the Assistant Labour Commissioner (Central), Rourkela on 28-10-1995 and where-after the matter came up before this Tribunal for adjudication. In this way it would be seen that there is no

delay on the part of the 2nd Party-workman in seeking his relief. The claim is well within time. It has therefore, been prayed that the 2nd Party-workman be reinstated in service with full back wages and consequential benefits holding the termination order as illegal and unjustified.

3. The 1st Party-Management in its written statement has stated that the averments made by the 2nd Party-workman in its statement of claim are false hence denied. It has been submitted that the 2nd Party-workman was a probationer under the 1st Party-Management for a period of one year under a contract of appointment vide office order/letter dated 9-8-1984 which was unconditionally accepted by the 2nd Party-workman. The appointment order clearly stipulates that the retention of the 2nd Party was subject to verification of his character, antecedents and performance, giving right to the 1st Party-Management to terminate his service, if his service is found unsatisfactory. Since his performance was not found satisfactory during the period of probation, his services were terminated w.e.f. 6-11-1984. It is well within its right to, judge the suitability of the employee under probation in service. Therefore the question of affording opportunity to explain and improve before termination does not arise at all. The criminal proceeding against the 2nd Party-workman having got no connection the order of termination, the outcome of the same has got no bearing on the letter of termination dated 2-6-1984. Since the claim of the 2nd Party-workman is hopelessly barred by limitation, the workman is trying to connect the aforesaid criminal case unnecessarily to mislead the Tribunal. The report regarding the alleged theft and the matter of G.R. Case having never been taken note of in the matter of termination of the 2nd Party-workman the same has got nothing to do with the present case. The reference being filed after lapse of nearly 10 years and 10 months is not maintainable in the eye of law.

4. On the pleadings of the parties the following issues were framed.

ISSUES

1. Whether the action of the management of Ib Valley Area of Mahanadi Coalfields Ltd., Dist. Jharsuguda, Orissa in terminating the services of Sh. Bidyanand Badhai w.e.f. 6-11-84 is lawful and justified?
2. If not, what relief the workman concerned is entitled to?
3. Whether the reference is barred by law of limitation?
5. The 2nd Party-workman Shri Bidyanand Badhai examined himself as W.W.-I and Shri Srinivas Pradhan as

W.W.-2 and relied on six documents marked as Ext.-1 to Ext.-6.

6. The 1st Party-Management examined only one witness named as Shri Samares Bandopadhyaya as M.W.-I and relied on two documents marked as Ext.-A and B.

FINDINGS

ISSUE No. 1

7. From the pleadings of the parties it comes out that the 2nd Party-workman was given appointment as Time Rated Category-I General Mazdoor by the 1st Party-Management after successful completion of apprenticeship in Orient workshop, Brajrajnagar Coal Field on 3-6-1984 vide its letter No. 21089, dated 9-8-1984 and the 2nd Party-workman joined the service on 14-8-1984. He was placed on probation for a period of one year and his retention in service was subjected to satisfactory performance, but before completion of one year's probation period he was terminated from service on the ground that his performance and conduct during the probation period was not found satisfactory. His appointment letter and termination letter have been filed in the shape of xerox copies and marked as Ext.-A and Ext.-B.

8. The allegation of the 2nd Party-workman is that the Project Officer, Mr. Bandopadhyaya sometimes used to ask him to do his house work. One day he asked him to do marketing for his house, but he politely refused telling that his mother was sick and hospitalized. So he felt annoyed and asked him to go away. Some days thereafter he was entangled with a theft case and dismissed from service on the pretext of unsatisfactory performance and conduct. This allegation of the 2nd Party-workman has also been supported by W. W.-2 Shri Srinivas Pradhan, who was on security duty as home guard in the quarter of Shri Bandopadhyaya at the relevant time. Shri Bandopadhyaya has been examined as M.W.-I by the 1st Party-Management who has denied the allegations of taking the services of the 2nd Party-workman for his domestic work. He has also denied having any grudge against the 2nd Party-workman for his refusal to do the domestic work. He has stated that "the services of the 2nd Party was terminated during his probation period on the ground that his performance was not satisfactory". But there was no written complaint against the 2nd Party workman from any quarter relating to his performance being un-satisfactory. He has admitted in his cross examination that "there was no written complaint from the Supervisor against the 2nd Party that the performance of the 2nd Party was not satisfactory". But he has stated that there was oral complaint from the Supervisor and on

believing verbal statement of the Supervisor he passed the order of termination and did not insist to give in writing that the performance of the 2nd Party-workman was not satisfactory. The above statement of the management witness does not inspire confidence. How can an officer act upon the verbal statement of the supervising staff regarding one's performance and conduct and terminate one's service when such a person was duly appointed through a written appointment letter and was under probation for one year.

9. The 2nd Party-workman has stated in his statement before the Tribunal that before termination of his services no domestic enquiry was started nor any show cause notice was given to him. He was never asked to improve his performance. On receiving his termination order he went to his officer and the latter asked him to come after disposal of the theft case. In reply to his contention, M.W.-1 Shri Samresh Bandopadhya has stated in his cross examination that "I do not remember presently that if I had assured the 2nd Party that his request of reinstatement will be considered after the disposal of the criminal case". As per assurance of the officer, when the 2nd Party-workman was acquitted of the charge of theft by the competent court, he demanded reinstatement. but the 1st Party-Management turned it down. He has filed two petitions Ext.-2 and 3 which were sent to the management for reinstatement. When his Petitions got no response he approached the Assistant Labour Commissioner (Central) and filed Ext.-4 before the Deputy Labour Commissioner, Jharsuguda and Ext-5 before the A.L.C(C), Rourkela. He has also filed Ext.-6 copy of the judgement passed in G.R. Case No. 682/84 by the Court of S.D.J.M., Jharsuguda. He has further alleged that he was entangled in false case of theft and to avoid the rigour of law he was terminated simply mentioning in the letter of termination that the removal was on account of performance and conduct being unsatisfactory during the probation period. As such his termination order is illegal and unjustified and deserves to be quashed.

10. On considering the evidence on record and facts of the case it becomes evidently clear that the order of termination of service of the 2nd Party-workman before completion of one years of probation period was passed on no sufficient ground. The authority concerned should have not acted on the verbal statement of Supervisor regarding the performance and conduct of the workman being unsatisfactory unless he has got some complaint or report in writing and found truth made after enquiry. The concerned Supervisor has also not been examined in evidence on whose verbal statement the concerned authority has acted to terminate the services of the 2nd Party-workman. It is also strange to note that

how an authority came to a conclusion within a period of three months of probation that the conduct and performance of a workman is unsatisfactory when the whole of the probation period has not expired. The 2nd Party-workman was put to one year's probation and in a quarter of that period his performance and conduct was held unsatisfactory and that also without any written complaint of a Supervisor or a report worth the name.

11. The Hon'ble Supreme Court in the case of "The Management of the Express Newspaper (Private) Ltd., Madurai and other -Versus- The Presiding Officer, Labour Court, Madurai and another" reported in AIR 1964 SC 806 has ruled that "Without anything more an appointment on probation for six months gives the employer no right to terminate the service of an employee before six months had expired except on the ground of misconduct or other sufficient reasons in which case even the services of a permanent employee could be terminated. At the end of the six months period the employer can either confirm him or terminate his services, because his service is found unsatisfactory".

12. In another case viz. the management of "Utkal Machinery Ltd. versus Santi Patnaik" (AIR 1966 SC 1051) the Hon'ble Supreme Court has held "where the management having a contractual right to terminate the services of an employee and the validity of the termination is challenged in an industrial adjudication, it would be competent to the Industrial Tribunal to enquire whether the order of termination has been effected in the bona fide exercise of its power, the Industrial Tribunal will not interfere with it, but it is open to the Industrial Tribunal to consider whether the order of termination is mala fide or whether it amounts to victimization of the employee or an unfair labour practice of is so capricious or unreasonable as would lead to the interference that it has been passed for ulterior motives and not in bona fide exercise of the power arising out of the contract. In such a case it is open to the Industrial Tribunal to interfere with the order of the management and to afford proper relief to the employee".

13. Further it was held that "unsatisfactory work may be treated as misconduct and discharge is tantamount to punishment for misconduct. Discharge without holding proper inquiry into such misconduct is not justified. Absence of evidence with regard to unsatisfactory work, discharge from service is mala fide".

14. In the present case there is no substantial evidence to hold or even to say that the performance and conduct of the 2nd Party-workman was unsatisfactory. No instance of misconduct has been quoted in the order of termination of service, The 2nd Party-workman was

entangled in theft of an official article i.e. alternator but in that case as per own admission of M. W.-I the 2nd Party-workman was not named in FIR but later on he was entangled and ultimately acquitted of the charges on being found not guilty of the offence. The trial court also ordered to enter this case as mistake of fact vide its judgement dated 8-9-1992, copy of which has been filed as Ext.-6 by the 2nd Party-workman. As such it cannot be held that the 2nd Party-workman has done any misconduct in service and his performance was not satisfactory while on probation. Even if it is taken to be true that his performance and conduct was not satisfactory, the Management should have held domestic enquiry into the facts and found out whether his performance and conduct were unsatisfactory during the probation period. When no such enquiry was held and no notice was issued to the 2nd Party-workman to explain the matter he cannot be punished for such an alleged charge by termination of his service.

15. In view of the above discussing I am of the opinion that the action of the Management of IB Valley Area of MCI, Dist. Jharsuguda, Orissa in terminating the services of Shri Bidyananda Badhai with effect from 6-11-1984 is unlawful and unjustified as he was illegally terminated without any sufficient cause only due to personal grudge of the concerned Project Officer. This issue is decided against the 1st Party-Management and in favour of the 2nd Party-workman.

ISSUE No. 2

16. The 1st Party-Management has taken a plea that the reference is barred by law of limitation. But it is to be pointed out here that there is no limitation period prescribed under any law for seeking relief in the matter of an Industrial Dispute. It has been certainly held in several cases by the superior courts that a stale case filed after several years of accrual of cause of action cannot be allowed, but it is to be seen as to whether the workman had slept over the matter without any sufficient cause for years and then suddenly filed the claim after awakening on some assumed facts.

17. The Hon'ble Supreme Court in the case of The 'Nadungadi Bank Limited versus K.P. Madhavankutty and others' (2000-LAB-IC-703) has held that "law does not prescribe any time limit for the appropriate government to exercise its powers under Section 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and in rational manner. A dispute which is stale could not be the subject matter of reference under Section 10 of the Act. As to when a dispute can be said to be stale would depend on the facts and circumstances of each case".

18. Here in the present case the 2nd Party-workman was entangled in a false theft case by the 1st Party-Management after few days when he refused to do the domestic work of Mr. Bandopadhyaya and thereafter suddenly terminated from service on the pretext of his performance and conduct being unsatisfactory. It can be certainly deduced from the above facts that he was made a prey for his refusal to do the domestic work. After termination of service he went to his superior officer. He was told to come after disposal of the theft case, to which allegation Shri Bandopadhyaya in his evidence has only said that he does not remember that he had assured the 2nd Party that his request for reinstatement will be considered after the disposal of the criminal case. According to the 2nd Party-workman when he was acquitted in the criminal case in September, 1992 he sent two petitions to the 1st Party-Management, one on 5-1-1993 and the other sometimes thereafter. Having no response he approached the Dist. Labour Officer, Jharsuguda through a petition dated 22-6-1994 and Assistant Labour Commissioner (Central), Rourkela through a petition dated 2-8-1995. Thereafter the dispute was referred by the Central Government to the Industrial Tribunal, Bhubaneswar on 26-6-1996. Thus in my view the 2nd Party-workman has not slept over the matter unreasonably and caused any inordinate delay in seeking the relief. Therefore neither the present reference nor the claim of the 2nd Party-workman can be said to be stale by reason of undue delay and he cannot be denied of his lawful claim.

ISSUE No. 3

19. Since the termination of the 2nd Party-workman has been held unlawful and unjustified he would have otherwise been entitled to be reinstated in service, but the matter is pretty old and relates back to the year 1984, hence it would not be expedient in the interest of justice to reinstate him in service and grant him back wages but certainly the 2nd Party-workman is entitled to appropriate relief in the form of compensation which in my view will be proper and justified in the facts and circumstances of the case. I accordingly award him a sum of rupees one lakh to be paid by the 1st Party-Management within three months from the date of publication of the award. In case the amount so awarded is not paid in the above stipulated period the 1st Party-Management shall also be liable to pay interest at the rate of 9% per annum on the awarded sum to the 2nd Party-workman.

20. Reference is answered accordingly.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जुलाई, 2012

क्र.अ. 2594.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 267/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-7-2012 को प्राप्त हुआ था।

[सं. एल-22012/387/1996-आई आर (सी-II)]

बी. एम. पटनायक, अनुभाग अधिकारी

New Delhi, the 19th July, 2012

S.O. 2594.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 267/97) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 19-7-2012.

[No. L-22012/387/1996-IR(C-II)]

B. M. PATNAIK, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CG IT/LC/R/267/97

Presiding Officer: SHRI MOHD. SHAKIR HASAN

Vice President,

M.P. Koyla Shramik Sangh (CITU),

Surakachar Colliery,

Post Banki Mongra,

Distt. Bilaspur (Chhattisgarh)

...Workman

Versus

Sub Area Manager,

Balgi Project,

Post Balgi Project,

Distt. Bilaspur (MP)

...Management

AWARD

Passed on this 28th day of June, 2012

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/387/96-IR(C-II) dated 22-8-2-9/97 has referred the following dispute for adjudication by this tribunal:-

"Whether the demand of the M.P. Koyla Shramik Sangh for promoting Shri Raghuraj, Mech. Fitter Cat-V Balgi Project of SECL to the post of Mech. Fitter Cat-VI w.e.f. May, 1993 is legal and justified? If so, to what relief is the workman entitled and from which date?"

2. The case of the Union/workman in short is that the workman Shri Raghuraj Rai was working on the post of Mechanical Fitter Cat-V in Balgi Project of SECL. He had a clean service record and no adverse remark was ever communicated to him. He was eligible for promotion to Mechanical Fitter Cat-VI. The management is said to have constituted Departmental Promotion Committee (in short DPC) for selection on the post of Mechanical Fitter Cat-VI. As per seniority list he was within the zone of consideration for promotion on Cat-VI. It is stated that the workman was very well in trade test but when the selection list was published, his name was not found place in the list though the junior Shri Phool Das was included in the selection list. It is stated that the workman was active member of Trade Union as such he was deprived from his legitimate claim of promotion. It is submitted that the management be directed to promote him on the post of Mechanical Fitter Cat-VI from the date of his juniors were promoted with all consequential benefits.

3. The management appeared and filed Written Statement to contest the reference. The case of the management, inter alia, is that the promotion is given on various grounds such as requirement, availability and sanction of post, eligibility of the candidates, recommendation of DPC, result in trade test and merit-cum-seniority. The workman was initially appointed as General Mazdoor. He was given promotion time to time. He was working as Mechanical Fitter Cat-V, vide order 4160 dated 13-12-88. For giving promotion from Mechanical Fitter Cat-V to Cat-VI, all eligible candidates including the workman were considered by the DPC which was held on 18-5-93. In this cadre the promotion on Cat-VI was also based on merit-cum-seniority but when the trade test was conducted by the DPC, the workman failed to secure pass mark fixed by the committee for promotion to Mechanical Fitter Cat-VI. As such his name was not recommended by the DPC and was not promoted in Mechanical Fitter Cat-VI. However later his name was again considered by the DPC for granting promotion and his name was recommended by the DPC. He was promoted on the post of Mechanical Fitter Cat-VI w.e.f. 19-9-02. After promotion, he gave a representation that his reference is pending before CGITF and therefore his promotion was kept in abeyance vide order dated 31-10-02. It is submitted that the action of the management be declared legal and justified for not granting promotion to Mechanical Fitter Cat-VI in the year 1993.

4. On the basis of the pleadings the following issues are for adjudication -

I. Whether the demand of the Union for promoting Shri Raghuraj, Mech. Fitter Cat-V to Cat-VI w.e.f. May 1993 is legal and justified.

II. To what relief the workman is entitled and from which date?

5. On the pleading of the parties, the following facts are admitted which are not required to be proved—

1. The workman Shri Raghurai was working on the post of Mechanical Fitter Cat- V vide order no. 4160 dated 13-12-1988.
2. He was eligible for promotion to Mechanical Fitter, Cat VI and the management had constituted DPC in the year 1993 for selection on the post of Mechanical Fitter Cat-VI.
3. The workman appeared before the DPC which was held on 18-5-93 and gave trade test as required for selection for promotion in Cat-VI.
4. The name of the workman did not find place in the candidates selected for promotion on the post of Mechanical Fitter Cat-VI in 1993.
5. Shri Phool Das was not selected for promotion in Cat -VI in the year 1993.
6. However the name of the workman was again considered by the DPC and he was promoted on the post of Mechanical Fitter Cat-VI w.e.f. 19-9-02.

6. Issue No. I

Now the important question is as to whether the workman Shri Raghurai was entitled to be promoted in Mechanical Fitter Cat-VI w.e.f. May 1993 instead of 19-9-02. The Union has examined oral and documentary evidence. The workman Shri Raghurai is examined in the case. He has stated that Shatrughan, Phool Das and Nasib Khan were juniors to him and they had been promoted in 1993 to Cat-VI. He has stated that he doesnot know the rules under which the promotion is done. He has further stated that the promotion was given on the recommendation of DPC and Trade Test was held but he doesnot know as to whether he passed in the said test. He has also stated that the promotion was to be given who passed the Trade Test. He doesnot know that the promotion in Cat-VI is to be given on the basis of merit-cum-seniority. He has further stated that there was no ill will between him and the officer. His evidence clearly shows that he doesnot know the procedure as to how the promotion is to be given from Mechanical Fitter Cat-V to Cat-VI. His evidence shows that the promotion in Cat-VI was to be given on the recommendation of DPC and on passing the Trade Test but he had no knowledge of the result of Trade Test. It is also clear from his evidence that the officer was not prejudiced from the workman at the time of said selection for promotion rather it was fair selection for promotion in Cat-VI.

7. The Union has filed an office order dated 13-12-1989 which is admitted by the management and is marked as Exhibit W/1. This is filed to show that the workman Shri Raghurai was promoted from Mechanical Fitter Cat-IV to Cat- V on the recommendation of DPC on 13-12-1989. This is an admitted fact. Thus the evidence of the Union/

workman goes to show that there is no evidence that as to why he was not promoted in May 1993 from Mechanical Fitter Cat-V to Cat-VI when the management was not prejudiced to the workman.

8. On the other hand, the management has also examined oral and documentary evidence to establish as to why the workman was not promoted in May 1993 and was subsequently promoted on 19-9-2002. The management has examined two witnesses. Shri S.R.Sharma is working as Sub- Area Manager at Balgi Project of SECL. He has stated that the promotions are given as per cadre scheme in view of National Coal Wage Agreement (in short NCWA) and the promotion from the post of Mechanical Fitter Cat-V to Cat-VI is given on the basis of merit-cum-seniority. The other requirements for promotion in the cadre scheme Annexure VII-13 of NCWA in the said Category-VI are the recommendation for promotion by the DPC and on passing the Trade Test. He has stated that the workman was not promoted in the year 1993 due to not passing the trade/skill test conducted by the committee in the year 1993. He has further stated that subsequently he was again considered by the DPC and was recommended for promotion to Cat-VI. He was accordingly promoted vide order dated 19-9-2002. His evidence clearly shows that the essential requirement for promotion is to pass trade test and he failed in the said test in 1993 and was not thus recommended.

9. Another witness Shri K.Mathur is Senior Account Officer at Balgi Project in Korba Area. He has also corroborated the evidence of Shri S.R.Sharma. His evidence also shows that the workman did not pass the trade test conducted by the committee and as such his name was not recommended for promotion in Cat-VI. He was also member of DPC. He appears to be a competent witness to say that the workman did not secure the passing mark in the Trade Test. His evidence shows that the management is justified in not promoting him in 1993 to Cat-VI in view of the cadre scheme and its requirements.

10. The management has also adduced documentary evidence which are admitted by the Union/workman. Exhibit M/1 to M/4 is the Service Register of Phool Das. This is filed to show that he was promoted to Cat-VI vide order dated 30- 8-93. Exhibit M/6 is the office order dated 13-12-98. This is same order which is also filed by the workman and is marked as Exhibit W/1. Exhibit M/5 is the cadre scheme of Mechanical Fitter. This is filed to show that the mode of promotion from Mechanical Fitter Cat-V to Cat-VI is the DPC and Trade Test. It also shows that the required trade test specification will be decided by the management. Exhibit M/7 is the result sheet of the Trade Test of the workman Shri Raghu Rai. This result sheet shows that the minimum qualifying marks was fixed as ten out of twenty marks and Shri Raghu Rai secured only 9 (nine) marks. This clearly shows that he did not qualify in

the Trade Test. This document is admitted by the Union and clearly shows that the management action is legal and justified. Paper No. 15/2 is the Original Result Sheet filed by the management. This is proved by the management witness Shri K. Mathur in his evidence at Para-5. There is no cross-examination to impeach the credit of the witness. The said result sheet shows that the workman Shri Raghurai failed in the trade test whereas Phool Das was successful in the trade test and as such Phool Das was rightly recommended for promotion by the DPC.

11. Exhibit M/8 is the office order whereby the workman Shri Raghurai was subsequently promoted vide order dated 19-9-02 on recommendation of the D.P.C. Exhibit M/9 is the representation filed by the workman to the management for keeping his promotion in abeyance in view of the reference pending before CGIT. Exhibit M/10 is the office order dated 28/31-10-02 whereby the promotion order of Shri Raghurai is kept in abeyance in view of the pending reference till further order. These documents show that the management has rightly promoted the workman on 19-9-2002 on recommendation of the DPC in accordance with Cadre Scheme of Mechanical Fitter. Considering the entire discussion, this issue is decided against the workman and in favour of the management.

12. Issue No. II

On the basis of the evidence adduced by the parties and in view of cadre scheme of promotion of Mechanical Fitter Cat-VI, I find that the action of the management is legal and justified in view of Cadre Scheme. This workman is only entitled to be promoted on the basis of the office order dated 19-9-2002 (Exhibit M/8) with difference of pay w.e.f. 19-9-02. The reference is, accordingly answered.

13. In the result, the award is passed without any order to costs.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 19 जुलाई, 2012

का.आ. 2595.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, धनबाद के पंचाट (आई डी संख्या 21/1998 एवं 31/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-7-2012 को प्राप्त हुआ था।

[सं. एल-22012/580/1994-आई आर (सी- II),

सं. एल-22012/581/1994-आई आर (सी- II)]

बी. एम. पटनायक, अनुभाग अधिकारी

New Delhi, the 19th July, 2012

S.O. 2595.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/1998

& 31/1998) of the Central Government Industrial Tribunal-Labour Court No. 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-7-2012.

[No. L-22012/580/1994-IR (C-II),

No. L-22012/581/1994-IR (C-II)]

B. M. PATNAIK, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, DHANBAD

In the matter of a reference U/s. 10 (1) (d) of the I. D. Act,

REFERENCE No. 21 of 1998 & 31 of 1998

Parties:

Employers in relation to the management of Food Corporation of India Ltd., Patna

AND

Their Workmen

PRESENT: Shri H.M. SINGH, Presiding Officer

APPEARANCES:

For the Employers : Shri R. L. Meena, Area Manager

For the Workman : Shri V. Kumar,
Authorised Representative

State : Bihar Industry : Food

Dated, the 3rd July, 2012

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following disputes to this Tribunal for adjudication vide their order No. L-22012/580/1994-IR (C-II) dated 'nil' and No. L-22012/581/1994-IR (C-II) dated 11-6-98 respectively.

REFERENCE No. 21 of 1998

(Ministry's Order No. L-22012/580/1994-IR (C-II) dated 'nil')

"Whether the action of the management of Food Corporation of India, Patna in retrenching S/Sri Upendra Kumar and Ramesh Kumar w.e.f. 1-8-86 in contravention of Sec. 25-F of the I.D. Act, 1947 and denying reinstatement with full back wages and regularisation of service as per H.Q. Circular dated 6-5-87 is legal and justified? If not, to what relief are the workmen entitled?"

REFERENCE No. 31 of 1998

(Ministry's Order No. L-22012/581/1994-IR (C-II)

Dt. 11-6-98

"Whether the action of the management of Food Corporation of India, Patna in retrenching S/Sri Manoj Kumar, Saroj Kumar, Akhilesh Kumar,

Arun Kumar and Arvind Singh w.e.f. 1-9-86 in contravention of Sec. 25-F of the I.D. Act, 1947 and denying reinstatement with full back wages and regularisation of service as per H.Q. Circular dated 6-5-87 is legal and justified? If not, to what relief are the workmen entitled?"

2. The case of the concerned workman is that they were employed by the F.C.I. on 1-8-85 at FSD, Patahi as casual employee in subordinate cadre to act as watchman/messenger. Their work was to fill loose grain in bags, sweep the godown and office, provide water to the staff, to watch and escort the foodgrains and to do all ancillary work as per the direction of their superior. They were paid their wages by the management of FSD, Patahi and their attendance was being marked by the staff of FSD, Patahi. But they were not allowed to put their signature in the attendance register. They were performing their duty regularly since 1-8-85 but suddenly on 1-9-86 they were stopped from attending their job verbally by the Asstt. Depot Superintendent, FSD, Patahi. They have already completed much more than 240 days service during 12 calendar months upto 31-8-86. Therefore, their retrenchment from 1-9-86 in contravention of Section 25-F of the I.D. Act is void ab-initio, illegal and unjustified and they are entitled to for their re-instatement with full back wages as a regular Class-IV employees w.e.f. 1-9-86, besides, regularisation of their service in Class-IV and III post as per Hqrs. Circular dated 6-5-87. The Hqrs. of FCI keeping in view the demand of the Union has issued a Circular on 6-5-87 wherein it is stipulated that all casual/daily rated workman who have completed 90 days services on or before 2-5-86 shall be regularised against Class-III and IV post according to their qualification. Being dissatisfied with the attitude and action of the management, the concerned workman raised an industrial dispute before A.L.C. (C), Patna which ended in failure. Ultimately, the present dispute has been referred to this Tribunal for adjudication.

It has been prayed that the Hon'ble Tribunal be pleased to pass an award in favour of the workman holding therein that the action of the management of FCI, Patna in retrenching the concerned workman in contravention of Section 25-F of the I.D. Act w.e.f. 1-8-85, with back wages and other benefit as per H.Q. Circular dated 6-5-87 is not justified and the management be directed to re-instate and regularise the concerned workmen w.e.f. 1-8-85 against Class-IV posts with full back wages.

3. The case of the management is that in accordance with the order dated 15-7-96 passed by the Hon'ble High Court, Patna, Ranchi Bench, in CWJC No. 1947/95 (R) the management on receipt of the representation by the workman, thoroughly examined the claim at various levels and from the documents available in the Office, it was found that the concerned workmen were never engaged, in any capacity in the Dist. Office, Muzaffarpur as claimed by them or anywhere else under the appellants and they have never worked at Food Storage Depot,

Patahi. The said finding was based on scrutiny of the relevant records including the cash book and contingency vouchers of the concerned storage depot by the Dist. Accounts Officer in which no trace of working of any of the concerned workmen was found in the office. As the concerned workmen were not on the roll, there was no question of consideration of their regularisation in accordance with the policy decision dated 6-5-87. The Senior Regional Manager of Regional Office, Patna on the basis of the enquiry and report by the Dist. Manager, passed an order on 13-12-96 rejecting the representation of the concerned workman. So, they are not the workman under the management of F.C.I. under the ambit of Section 2(s) of the I.D. Act. According to the headquarter's circular dated 6-5-87 the casual employees who fulfil the conditions as laid down in the said letter are to be regularised as Category-IV employees. The concerned workmen being not under the purview of the workmen/employees and as they never worked at Food Storage Depot, Patahi and did not fulfil the conditions as laid down in the circular, the question of their reinstatement/regularisation does not at all arise. There is absolutely no contravention of Section 25-F of the I.D. Act, 1947. Since the concerned workmen were never the employees of the F.C.I. and were not the workmen within the definition of Sec. 2(s) of the I.D. Act, there is no question of payment of any wages including the back wages and/or regularisation of services. The certificate procured showing engagement of the concerned workmen at F.S.D. Patahi from interested officials of the management contrary to the records and the departmental norms and procedures is simply fraudulent and bogus and the same is not binding on the management.

Under such circumstances it has been prayed that the Hon'ble Tribunal be pleased to pass an award holding that the concerned workmen are not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management produced MW-1, A Markendeyulu and proved documents as Ext.M-1 to M-3.

The concerned workman produced WW-1, Surajdeo Sharma and WW-2, Ram Ahald Choudhary and documents have been marked as Exts. W-1 to W-21.

6. Both the above references have been heard analogously and a common award will be passed in both the reference cases.

7. Main argument advanced on behalf of the concerned workman is that they have worked more than 240 days in a calendar year and their services have been terminated without any notice. It has also been argued that there was vacancy and the circular for regularising the persons who have worked for 90 days upto 2-5-86 are to be regularised against Class-III and IV post according to their qualification. But the management is not complying the same.

The management's witness MW-1 who was posted as District Manager, FCI at Muzaffarpur from 30-9-95 to 17-1-97. The above witness admitted in examination in chief that there was Patahi depot in Muzaffarpur under D.M. FCI, Muzaffarpur which was closed during 1989. He has also proved some documents on behalf of the management as Exts.M-1 to M-3. Ext.M-1 is a letter by Sri A. Raza and M-2 is a report prepared by Sri M.L. Banerjee and signed by MW-1. Ext.M-1/1 is unsinged statement, Ext.M-2/2 is contingent voucher w.e.f. September 85 to June 89 in respect of FSD Patahi, Ext.M-3 is a letter written by SRM to Sri Vijayandra Kumar denying the claim of concerned workman. Exts. W-2 and W-3 are also proved by this witness. Ext. W-2 is a letter written by District Manager Sri M.L. Sami enclosing the copies of attendance register of the concerned workman and one letter written by the Depot Incharge of FCI FSD Patahi wherein the claim of the concerned workmen regarding their work for more than 240 days in 12 calendar months preceding the date of their retrenchment and also about non observance/compliances of provision of Section 25-F of the I.D. Act, 1947.

This witness during cross-examination that he is not aware of the fact whether during the period from 1984 to 1986 there was any attendance register being maintained at Patahi depot in respect of casual employees. He has also admitted that Mr. M. L. Sami was District Manager prior to him and Mr. M. L. Banerjee was Chief Labour Inspector. He has also said that he is not in a position to state the name of the workmen employed during the relevant period i.e. 1985-86. He has also said that attendance register is a vital document to show the attendance of the workman. This witness has admitted engagement of Sri Jagdish Mahto as a casual workman during relevant period at FSD Patahi. WW-1, Surajdeo Sharma has stated that he is presently working as a watchman at FSD, Muzaffarpur since 2000. Prior to his regularisation as watchman he was also employed at FSD Patahi alongwith 15 others w.e.f. 1-9-86 to 1-4-88. This witness has further said that he alongwith 15 others were employed after the retrenchment of the concerned workmen of Reference No. 21 of 1998 and 31 of 1998. This witness has also said that the concerned workmen have completed much more than 240 days and no notice, notice pay and compensation was paid to them. He has also stated he and 15 others were engaged after the retrenchment of the concerned workman are junior as such the concerned workmen are entitled for their regularisation with full back wages.

WW-2, Ram Ahlad Chaudhary stated in his examination in chief that as per Hqrs circular Ext.W-4 a policy decision was taken by the FCI to regularise the service of casual workers against Class-III & Class-IV post according to their qualification if they have worked for 90 days as on 2-5-1986. His cross-examination was deferred and he has not been cross-examined. The workmen have filed Exts. W-1 to W-21. Ext. W-1 is award of this Tribunal

passed in Reference No. 94/96 in respect of Patahi Depot. Ext. W-2 is a letter written by Sri M. L. Sami, DM, Muzaffarpur enclosing therewith a copy of attendance register. Ext. W-3 is also a letter dated 17-5-95 written by Sri M. A. Raza, D. M. for SRM Patna wherein the claim of the concerned workman is admitted. Exts. W-4 and W-4/1 are circular dated 6-5-87 and 9-9-96 issued by Headquarter, New Delhi, regarding regularisation of the casual workmen in FCI, Exts. W-5 to W-5/7 are the statement showing the vacancy position of FCI Bihar of different category including Category-IV. Ext. W-6 is the order of Hon'ble Patna High Court (Ranchi Bench) dated 20-1-1998 passed in CWJC No. 1364 of 1997 (R) directing the Ministry to pass appropriate order for reference to the Tribunal. Ext. W-6/1 is an order of Hon'ble Court dated 19-8-98. Exts. W-7 to W-12 are the copies of award passed by the Tribunal in similar cases. Ext. W-13 is a letter written by FCI to Labour Ministry in respect of the concerned workman. Exts. W-14 to 16 are the order passed by FCI management for regularisation of workman. Ext. W-17 is also a letter written by FCI to Ministry of Labour regarding the concerned workman. Exts. W-18 & 19 are the FOC report written by ALC to the Ministry. Ext. W-21 is the complete attendance register of FSD Patahi of the concerned workman.

As per the document filed on behalf of the management it has been tried to show that only Jagdish Mahto was working as casual labour at Patahi who has been regularised during 1995 and no other workman are employed at FSD Patahi and the claim of the concerned workman are not justified. The aforesaid claim of the management of FCI will be falsified from the letter written by the FCI to its higher office regarding the claim of the concerned workman. In this context Ext. W-2 along with its enclosures proved by MW-1 is sufficient to falsify the case of the management and to prove the case of the workman. By Ext. W-2 the management of FCI has admitted entire case of the workmen regarding their engagement for more than 240 days in a year and also regarding non-compliance of provision of Sec. 25-F of the I.D. Act as no notice or notice pay or compensation was given to the workman at the time of their retrenchment. As per Ext. W-2 the District Manager, Muzaffarpur recommended the case of the concerned workmen for their regularisation. Ext. W-3 is also a letter written by SRM to ZM whereas the case of the concerned workman regarding their employment at Patahi is admitted. Apart from this the Hqrs of FCI has also given comments to the Ministry of Labour regarding the case of the concerned workmen vide Exts. W-13 & W-17 in which the case of the concerned workman is admitted. In Exts. W-18 & 19 the conciliation officer in his report has also found the claim of the concerned workmen fully justified. Ext. W-21 shows that the concerned workmen have worked more than 240 days during 12 calendar months preceding the date of their retrenchment. Ext. W-4 shows

that the management of FCI has decided that all the daily rated employees who have completed 3 months service as on 2-5-1986 having requisite qualification shall be regularised against entry level Class-III & Class-IV post. This circular was issued on 6-5-1987 after been duly approved by the Board of Director. As per Exts.W-2 and W-21 the concerned workmen have completed much more than 3 months service as on 2-5-1986. The Headquarter issued Circular 6-5-87 for regularising the concerned workmen as Class-III & Class-IV post as per their qualification. As per Exts.W-5 to W-7 there are vacancy in Watchman in Class-IV. So, the management must regularise the concerned workmen as Class-IV employees.

8. The evidence of the management MW-1 is very much material. He in his examination-in chief stated that he worked as Dist. Manager, FCI at Mazaffarpur from 30-9-95 to 17-1-97. There was a letter from Sr. Regional Manager, FCI, Patna for verification of record of the concerned workmen, Upendra Kumar and 6 others. The letter bears the signature of Dy. Manager (P) on behalf of Sr. Regional Manager, which is Ext.M-1. Ext.M-2 is the report prepared by Mr. Banerjee and also verified it by registers and found the same to be correct. The payment vouchers, engagement of casual labour during February, 1985 to May, 1989, marked as Ext.M-2/1. He has also proved another voucher showing contingency advance and contingency expenditure bill payment during the period September, 85 to June, 89 in respect of Patahi Depot, Ext.M2/2. He has also proved Ext.M-3 which bears the signature of Sr. Regional Manager.

In his cross-examination at page 3 MW-1 stated that I am not aware of the fact whether during the period from 1984 to 1986 there was any attendance register being maintained at Patahi Depot in respect of casual employees also. Prior to submission of my report (Ext.M-2) I had not obtained any report in writing from those Depot Incharges who were posted at Patahi Depot during the period between 1984 to 1986. In his cross-examination at page 4 he has stated that I am not aware whether 16 persons who were said to have been working during the relevant period alongwith the concerned workmen as casual employees were regularised either in terms of the award or on the basis of judgements of Hon'ble High Court.

Considering the above facts and circumstances, it shows that when there is vacancy and there is Circular dated 6-5-87 of management's Headquarter and the concerned workmen who have worked for 90 days upto 2-5-86, they should have been regularised because they have worked for more than 240 days or 90 days in a calendar year as per Ext.W-2 and W-4.

9. In the result, I render the following award -

The action of the management of Food Corporation of India, Patna in retrenching S/Sri Upendra Kumar and Ramesh Kumar of Reference No. 21 of 1998 and S/Sri Manoj Kumar, Saroj Kumar, Akhilesh Kumar, Arun Kumar and Arvind Singh of Reference No. 31 of 1998 w.e.f.

1-8-1986 and 1-9-1986 respectively, in contravention of Sec. 25-F of I.D. Act, 1947 and denying reinstatement with full back wages and regularisation of service as per H.Q. Circular dated 6-5-87 is not legal and justified.

In the circumstances of the case I hold that the concerned workmen involved in Reference No. 21 of 1986 are entitled to be reinstated in service w.e.f. the date of their retrenchment i.e. 1-8-1986 and the concerned workmen involved in Reference No. 31 of 1986 are entitled to be reinstated in service w.e.f. the date of their retrenchment i.e. 1-9-1986. All the concerned workmen of both the reference cases are also entitled to be regularised as per H.Q. Circular dated 6-5-1987 (Ext.W-4) as Watchman in Category-IV with 75% back wages from the date of reference i.e. 11-6-1998 and other consequential benefits. The management is directed to implement the award within two months from the date of publication of the award in the Gazette of India.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 19 जुलाई, 2012

का.आ. 2596.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 56/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-7-2012 को प्राप्त हुआ था।

[सं. एल-22012/247/2003-आई आर (सी-II)]

बी. एम. पटनायक, अनुभाग अधिकारी

New Delhi, the 19th July, 2012

S.O. 2596.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 56/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of WCL and their workman, which was received by the Central Government on 19-7-2012.

[No. L-22012/247/2003-IR (C-II)]

B. M. PATNAIK, Section Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/56/2004

Date: 13-7-2012

Party No. 1

The General Manager,
Western Coalfields Limited,
Kanhana Area, Post Dungaria,
Chhindwara.

Versus**Party No. 2.**

Shri D.N. Tripathi,
Pench Kanhan Koyla Khadan
Karamchari Sangh,
Damua,
Chhindwara.

AWARD

(Dated: 13th July, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Western Coalfields Limited and their workman, Shri Vinod Kumar Tripathi, for adjudication, as per letter No.L- 22012/247/2003-IR (CM-II) dated 24-05-2004, with the following schedule:-

"Whether the action of the management of Western Coalfields Limited through the Chief General Manager (Personnel), Kanhan Area, PO. Dungaria, Distt. Chhindwara, MP in not confirming/in not promoting Shri Vinod Kumar Tripathi, Pump Operator, Tandsi Project as per the provision of clause 3.6 of the Certified Standing Orders w.e.f. 10-01-1997 is proper & justified? If not, to what relief the said workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the union, "Koyla Khadan Karamchari Sangh", (the "union" in short) filed the statement of claim on behalf of the workman, Shri Vinod Kumar Tripathi, (the "workman" in short) and the management of Western Coalfields Limited, Kanhan Area, ("Party No. 1" in short) filed its written statement.

The workman's case as presented by the union in the statement of claim is that the workman was appointed by Party No. 1 on compassionate ground, as his father was declared unfit for continuance in service with Party No. 1 and the workman was promoted to the post of Pump Operator in category II, in February, 1994 and due to the requirement of Party No. 1, the workman was engaged by the Superior Officers to operate H.T. Pump of Zero level of the underground Mine No. 1/2 of Tansi Project, which was driven by 225 Horse Power Electric Motor on 10-01-1997 and since then, the workman operated the said pump under the supervision of the Overman, Mining Sirdar and Mechanical Fitter and the workman on 04-03-2001 submitted an application containing the recommendation of his superior officers to confirm him as pump operator, category IV w.e.f. 10-01-1997 to the Project Officer and on receipt of the said application, the Party No. 1 confirmed the workman in pump operator category IV, w.e.f. 11-08-2001, vide order

no.. K. Pra/16/4001-965 dated 11-08-2001. The further case as projected by the union is that the workman is governed by the provisions of the Certified Standing Orders and clause 3.6 of the said Certified Standing Orders deals with the procedure of promotion and as per the provisions of clause 3.6 of the Certified Standing Orders, the workman is entitled for confirmation as pump operator, category IV w.e.f. 10-01-1997, but the Party No. 1 instead of confirming the workman as pump operator, category IV w.e.f. 10-01-1997, promoted him as pump operator w.e.f. 11-08-2001 and the workman is entitled for the wages of category IV and all other benefits from the date of his taking over charge of the higher grade as per clause 3.6 of the Standing Orders and National Coal Wage agreement and as per the decision of the Hon'ble Apex Court reported in 1985 SCC (L&S) - 6 (workmen employed by Hindustan Lever Ltd. Vs Hindustan Lever Ltd.), failure on the part of the employer to carry out the statutory obligations to classify the workmen would be violative of the Standing Orders and would bring into existence a dispute between the workmen and the employer and where the demand of the workmen was to confirm employees employed in an acting capacity in a grade, it would unquestionably be an industrial dispute and the workman's representation to confirm him as pump operator category IV w.e.f. 10-01-1997 was not considered. The union has prayed to direct the Party No.1 to confirm the workman as pump operator category IV w.e.f. 10-01-1997 and to make payment of the differential wages and other benefits.

3. The Party No.1 in its written statement has pleaded inter-alia that the union has no locus standi to raise any dispute against it, as the union has no followers and the same is a non existing union and the same is a one man self styled union of Shri D.N. Tripathi, who was an employee of WCL and so also the father of the workman and it gave compassionate appointment to the workman and after availing such concession, this dispute has been filed without any rhyme and reason and the workman has claimed promotion with effect from 1997, whereas the dispute has been raised in 2004 and therefore, the dispute is highly belated and the reference is not maintainable on the ground of delay and latches. The further case of the party no. 1 is that granting promotion depend on various circumstances, such as recommendation of DPC, availability of sanctioned/vacant posts, administrative approval of competent authority and as such, the claim for promotion by way of raising the industrial dispute is not maintainable and the workman has already been granted the promotion as claimed, vide order dated 11-08-2001, so the reference is not maintainable. It is also pleaded by the party no. 1 that the service conditions of the employees working in coal Industry are governed by various settlements arrived at from time to time, which are generally known as National Coal Wage Agreement (NCWA) and standing orders applicable to the colliery concerned and NCWA includes job nomenclature, cadre

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scheme for each category of worker and the promotional channel, scale of pay minimum qualification (educational/technical), eligibility for promotion and mode of promotion are given in the cadre scheme and the promotional channel for E & M personnel (operational pump khalasi/driver/operator) are given in Annexure VII - 2, circulated vide II No. 30 dated 26-06-1984 and the workman was initially appointed as a general mazdoor category I in the year 1992 and posted at Tandsi project and subsequently he was regularized as Pump Khalasi cat. II and the workman was engaged to operate the pump in the absence of the regular pump khalasi and he was promoted to pump khalasi cat. IV as per the order dated 11-08-2001 and the workman was not working under the supervision of overman, Mining Sirdar and mechanical fitter and the provisions of clause 3.6 of the certified standing orders are not applicable to the workman as he was not been kept on probation and the judgment of the Hon'ble Apex Court as mentioned in the statement of claim has no application to the case of the workman as the facts and the circumstances of both the cases are different and the workman did not officiate in the capacity of cat. IV from 10-01-1997 and as such, he is not entitled to any benefit from 10-01-1997 and the overman, mining sirdar and mechanical fitters are neither the supervisors nor the controlling authority of the workman and they do not have any authority to recommend for promotion of any employee and such recommendation is nonest in the eye of law and the case of the workman was recommended by the DPC and accordingly he was promoted to cat. IV w.e.f. 11-08-2001, which is legal and proper and the workman is not entitled to any relief.

4. Besides placing reliance on documentary evidence, both the parties led oral evidence in support of their respective claims. The workman examined himself as a witness in support of his case. The examination-in-chief of the workman is on affidavit. In his examination-in-chief, the workman has reiterated the facts mentioned in the statement of claim. However, the workman in his cross-examination has admitted, that promotions are being given as per cadre scheme and for promotion, recommendation of the Departmental Promotion Committee is necessary and he was promoted as Pump Khalasi, Category-IV.

One Satish Kumar Dubey, a Deputy Manager (Personnel) of Tandsi Project was examined as a witness by Party No. 1. The evidence of this witness remained unchallenged as neither the petitioner nor anybody else on his behalf appeared to cross-examine him and on 20-04-2012, "no cross" order was passed.

It is necessary to mention here that as the petitioner did not appear on 15-06-2012, to which date the case was posted for argument, order was passed to proceed ex-parte against him.

5. At the time of argument, it was submitted by the learned advocate for the Party No.1 that the provision of

clause 3.6 of the Certified Standing Orders has no application to the case of the workman as clause 3.6 of the Standing Order deals with the case of probationer and the workman was never appointed as a probationer to fill up a vacancy in permanent post and the workman is also not entitled for promotion to category-IV w.e.f. 10-01-1997 as he was never officiated in the capacity of category-IV and the workman was recommended for promotion to category-IV by the DPC in 2001 and accordingly he was promoted to category-IV by order dated 11-08-2001 and as such, the workman is not entitled for any relief.

6. Perused the record including the evidence adduced by the parties. The workman has claimed for promotion as Pump Operator, category-IV w.e.f. 10-01-1997 on the basis of the provisions of clause 3.6 of the Certified Standing Order. Clause 3.6 of the Certified Standing Orders reads as follows:

A 'probationer' means a person who is provisionally employed to fill a vacancy in a permanent post for a period not exceeding 6(six) months and who has not completed his probationary period provided that the period of probation may be extended by the management beyond the original period by not more than 3(three) months for reasons to be recorded in writing. If a permanent workman is employed as a probationer in a new post, he may be at any time during the probationary period, not exceeding 6(six) months, be reverted to his old permanent post unless the probationary period is extended by another 3 (three) months for reasons to be recorded in writing. If no positive order is issued by the Management on the expiry of the probationary period or extended probationary period as the case may be, the employee concerned shall be deemed to have been confirmed.

7. It is clear from the provisions of clause 3.6 of the Standing Orders that when a permanent workman is employed as a probationer in a new post, he may be at any time during the probationary period, not exceeding six months, be reverted to his old permanent post, unless the probationary period is extended by another three months for reasons to be recorded in writing and if no positive order is issued by the management on the expiry of the probationary period or extended probationary period, as the case may be, the employee concerned shall be deemed to have been confirmed. So far application of the provisions of clause 3.6, the first requirement is that the permanent workman must have been employed as a probationer in a new post. In this case, it is never the case of the workman that he was employed by party no. 1 in the post of pump operator cat. IV on probation w.e.f. 10-01-1997. The workman neither in the statement of claim nor in his evidence has whispered a single word about his employment in the post of pump operator cat. IV on probation. There is also no other evidence on record to show that the workman was employed as a probationer in the new post. Hence, it is found that the provisions of

clause 3.6 of the certified standing orders have no application to the case of the workman.

From the documents on record and the own admission of the workman, it is clear that for promotion to the post of pump operator cat. IV, the recommendation of the departmental promotion committee is necessary as per the cadre scheme. It is also found from the materials on record that after the recommendation of the DPC, the workman was promoted to pump operator cat. IV by order dated 11-08-2001. From the materials on record and the discussions made above, it is found that the workman is not entitled to be confirmed in the post of pump-operator cat. IV w.e.f. 10-01-1997. Hence, it is ordered: -

ORDER

The action of the management of Western Coalfields Limited through the Chief General Manager (Personnel), Kanhan Area, PO Dungaria, Distt. Chhindwara, MP in not confirming in not promoting Shri Vinod Kumar Tripathi, Pump Operator, Tandsi Project as per the provision of clause 3.6 of the Certified Standing Orders w.e.f. 10-01-1997 is proper and justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 19 जुलाई, 2012

का.आ. 2597.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 61/06) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-7-2012 को प्राप्त हुआ था।

[सं. एल-22012/88/1994-आई आर (सी-II)]

बी. एम. पटनायक, अनुभाग अधिकारी

New Delhi, the 19th July, 2012

S.O. 2597.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 61/06) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 19-7-2012.

[No. L-22012/88/1994-IR (C-II)]

B. M. PATNAIK, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/61/06

Presiding Officer : SHRI MOHD. SHAKIR HASAN

The Secretary,

M.P. K. S. S. (CITU),

PO Kotma Colliery,

Distt. Shahdol (MP)

... Workman

Versus

The General Manager,
Jamuna & Kotma Area of SECL,
PO Jamuna Colliery,
Distt. Shahdol (MP)

...Management

AWARD

Passed on this 27th day of June, 2012

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/88/1994-IR (C-II) dated 18-9-06 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the management of SECL in transferring Shri Prem Singh from Jamuna & Kotma Area of Bishrampur Area is legal and justified? If not, to what relief the workman is entitled to?”

2. The Union/workman is issued notices repeatedly even by registered post to appear in the reference proceeding but even the Union/workman did not appear inspite of proper services of the notices in accordance with law. Thus the proceeding proceeded ex parte against the Union/workman on 15-6-2011.

3. The management appeared and filed an application dated 14-5-2012 alongwith copy of settlement. It is stated that the dispute was resolved amicably and a settlement was arrived between the management and the workman. It is submitted that the reference be awarded in terms of settlement.

4. The copy of settlement dated 16-5-1995 is filed in the case. It appears that it was signed by Dy. Chief Personnel Manager on behalf of the management and Shri Prem Singh, the workman had signed himself on the other side. The settlement was also witnessed by two witnesses. I do not find any illegality in the settlement between the parties. The following are the terms and conditions of the settlement—

I. That Shri Prem Singh, Driver will be transferred to Hasdeo Area instead of Bishrampur Area.

II. That the period from 21-9-91 to till date will be treated as “Dies non” and he will not be paid any wages on the basis of No work no pay. However his service would be treated as continuous for the purpose of gratuity etc.

III. That Shri Prem Singh will withdraw the dispute pending before any court of law/Labour Ministry through ALC(C), Shahdol.

IV. Shri Prem Singh will submit a written apology that he would never repeat the misconduct in future.

V. The dispute is treated as closed full and final.

5. Considering the terms and conditions and the settlement between the parties, the reference is answered in terms of settlement.

6. In the result, the award is passed in terms of settlement without any order to costs.

SHRI MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 25 जुलाई, 2012

क्र.आ. 2598.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 सितम्बर, 2012 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय 5 और 6 (धारा-76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :-

केन्द्र	विश्व क्षेत्र के अंतर्गत आने वाले राज्यस्थ गाँव
नामक्कल जिला में वेप्पोडै क्षेत्र	1. एलन्थकुट्टै 2. पथरै 3. सौधापुरम 4. अनंगूर 5. मोदमंगलम 6. कुप्पन्दमपालयम 7. समयसंगिल्ली 8. कलियनूर

[सं. एस-38013/25/2012-एस.एस.-1]

नरेश जायसवाल, अवर सचिव

New Delhi, the 25th July, 2012

S.O. 2598.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 2012 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu namely :—

Centre	Area Comprising The Revenue Villages of
Veppodai area in Namakkal District	1. Elanthakuttai 2. Patharai 3. Sowdhapuram 4. Anangur 5. Modamangalam 6. Kuppandampalayam 7. Samayasangilli 8. Kalianoor

[No. S-38013/25/2012-S.S.-1]

NARESH JAISWAL, Under Secy.

नई दिल्ली, 25 जुलाई, 2012

क्र.आ. 2599.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 सितम्बर, 2012 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध पश्चिम बंगाल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे:—

क्र.	राजस्व क्षेत्र/मौजा के नाम	जे.एल. संख्या	ग्राम पंचायतों के नाम/नगर पालिका	जिलों के नाम
1.	गोपजन	18	राधार्घार 1 ग्राम पंचायत	मुर्शिदाबाद
2.	नागपाड़ा	103	हातिनगर ग्राम पंचायत	मुर्शिदाबाद
3.	शिवडांगा बादारपुर	79	मनिन्द्र नगर ग्राम पंचायत	मुर्शिदाबाद
4.	काशिमबाजार	102	मनिन्द्र नगर ग्राम पंचायत	मुर्शिदाबाद
5.	बानजेटिया	105	मनिन्द्र नगर ग्राम पंचायत	मुर्शिदाबाद
6.	गोराबाजार	90	बरहमपूर नगरपालिका	मुर्शिदाबाद
7.	गढ़ बरहमपूर	91	बरहमपूर नगरपालिका	मुर्शिदाबाद
8.	खागड़ा	97	बख्खमपूर नगरपालिका	मुर्शिदाबाद

[सं. एस-38013/24/2012-एस.एस.-1]

नरेश जायसवाल, अवर सचिव

New Delhi, the 25th July, 2012

S.O. 2599.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 2012 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of West Bengal namely :—

Sl. No.	Name of Mouza	J.L. No.	Name of Municipality/Gram Panchayat	Name of District
1.	Gopjan	18	Radharghar 1 Gram Panchayat	Murshidabad
2.	Nagpara	103	Hatinagar Gram Panchayat	Murshidabad
3.	Shibdanga Badarpur	79	Manindra Nagar Gram Panchayat	Murshidabad

1	2	3	4	5
4.	Cossim-Bazar	102	Manindra Nagar Gram Panchayat	Murshidabad
5.	Banjetia	105	Manindra Nagar Gram Panchayat	Murshidabad
6.	Gorabazar	90	Berhampur Municipality	Murshidabad
7.	Garh Berhampur	91	Berhampur Municipality	Murshidabad
8.	Khagra	97	Berhampur Municipality	Murshidabad

[No. S-38013/24/2012-S.S.-I]

NARESH JAISWAL, Under Secy.

नई दिल्ली, 26 जुलाई, 2012

आ.अ. 2600.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 सितम्बर, 2012 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय 5 और 6 (धारा-76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

केन्द्र निम्न क्षेत्र के अंतर्गत आने वाले राजस्व गाँव

1	2	3	4	5
वेलूर जिला में पल्लिकोंडा केन्द्र में				1. सेदुवलाई 2. सथमंगलम 3. ईरवन्काडु 4. कौलचूर

1	2	3	4	5
				5. अगरम्बेरी 6. पल्लिकोंडा 7. ओक्कनपुरम 8. वेट्टुवनम

[सं. एस-38013/26/2012-एस.एस.-1]

नरेश जायसवाल, अवर सचिव

New Delhi, the 26th July, 2012

S.O. 2600.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 2012 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu namely :—

Centre	Area Comprising The Revenue Villages of
Pallikonda Centre in Vellore District	1. Seduvalai 2. Sathyamangalam 3. Eraivankadu 4. Kilachur 5. Agaramcheri 6. Pallikonda 7. Okkanapuram 8. Vettuvanam

[No. S-38013/26/2012-S.S.-I]

NARESH JAISWAL, Under Secy.